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Ontario

LAWS, STATUTES, ETC.

# REVISED REGULATIONS

OF

## ONTARIO, 1980

A REVISION AND CONSOLIDATION OF REGULATIONS  
PUBLISHED UNDER THE AUTHORITY OF  
THE REGULATIONS REVISION ACT, 1979

### VOLUME II



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## REGULATION 89

under the Cemeteries Act

### CLOSINGS AND REMOVALS

1. The cemeteries or parts of cemeteries described in the schedules are declared closed. R.R.O. 1970, Reg. 79, s. 1.

2. It is directed that the bodies buried in the cemeteries described in Schedules 18, 19, 21, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 36, 37, 39, 41, 42, 43, 44 and 45 be removed. O. Reg. 522/78, s. 1.

3. The provisions of subsections 59 (2), (3) and (4) of the Act do not apply to the cemetery described in Schedule 22. O. Reg. 430/72, s. 3.

4. The cemeteries described in Schedules 32 and 33 are exempt from the advertising provisions of section 59 of the Act. O. Reg. 498/75, s. 1.

### Schedule 1

#### CHURCH OF HERALD ANGELS CEMETERY

In the Township of the Front of Leeds and Lansdowne in the County of Leeds, containing by admeasurement 1 acre, more or less, which parcel or tract of land is composed of part of the west half of Lot 2, in Concession 5, of the Township of the Front of Leeds and Lansdowne, described as follows:

BEGINNING where a post has been planted at the southwest angle of the said lot; thence east 5 chains to a post planted by Provincial Land Surveyor Thomas T. Bower; thence north 2 chains to another post planted by Thomas T. Bower; thence west 5 chains to the limit between lots 1 and 2; thence south 2 chains to the place of beginning; and in which the said Church is now erected. R.R.O. 1970, Reg. 79, Sched. 1.

### Schedule 2

#### ISLINGTON CEMETERY

1. In the Borough of Etobicoke in The Municipality of Metropolitan Toronto, composed of part of Lot 8, in Concession 2 or A, Clergy Block, described as follows:

BEGINNING at the intersection of the northwesterly limit of Dundas Street with the southwesterly limit of Burnhamthorpe Road; thence south 34° west along the northwesterly limit of Dundas Street 126 feet to a standard iron bar; thence continuing south 34° west along the northwesterly limit of Dundas Street 82 feet 6 inches to the place of beginning; thence continuing south 34° west along the northwesterly limit of Dundas Street 165 feet to a point; thence north 56° west 132 feet to a point; thence north 34° east 165 feet to a point; thence south 56° east 132 feet to the place of beginning. R.R.O. 1970, Reg. 79, Sched. 2.

### Schedule 3

#### KNOX UNITED CHURCH, DURHAM

In the Town of Durham in the County of Grey, described as follows:

BEGINNING at a point in the westerly limit of Queen Street distant 80.0 feet measured south 11° 22' 30" east thereon from the intersection of said limit with the southerly limit of the Durham Road; thence south 81° 44' 30" west parallel with southerly limit of the Durham Road a distance of 195.0 feet; thence south 9° 43' 20" east a distance of 247.35 feet; thence north 80° 51' 30" east a distance of 202.0 feet to the westerly limit of Queen Street; thence north 11° 22' 30" west along said westerly limit a distance of 244.50 feet to the place of beginning. R.R.O. 1970, Reg. 79, Sched. 3.

### Schedule 4

#### LUNDY'S LANE AND LOWELL AVENUE CEMETERY, NIAGARA FALLS

In that part of the City of Niagara Falls in The Regional Municipality of Niagara, described as follows:

BEGINNING at an iron bar planted at the northeast corner of Lot 3, on the north side of Lundy's Lane between Victoria Street (now Drummond Road) and Main Street, according to Registered Plan No. 653 for the Village, now City, of Niagara Falls; thence westerly along the northerly limit of Lot 3, 99.0 feet to a point; thence southerly parallel to the easterly limit of Lot 3, 99.66 feet to a point in the southerly limit of Lot 3, thence easterly along the southerly limit of Lot 3, 99.0 feet to an iron stake planted at the southeasterly corner of Lot 3; thence northerly along the easterly limit of Lot 3, 99.66 feet to the place of beginning. R.R.O. 1970, Reg. 79, Sched. 4.

### Schedule 5

#### MISSISSAUGA STREET CEMETERY, TOWN OF NIAGARA-ON-THE-LAKE

In that part of the Town of Niagara-on-the-Lake in The Regional Municipality of Niagara formerly in the Town of Niagara in the County of Lincoln, composed of part of Lot 315, as shown on a Plan registered in the Land Registry Office for the Registry Division of Niagara North (No. 30), as Plan No. 86, more particularly described as follows:

BEGINNING at a point in the easterly boundary of Mississauga Street distant therein north 34° 44' east, 105.0 feet from its intersection with the northerly boundary of John Street; thence north 34° 44' east along the said easterly boundary, 106.8 feet, more or less, to the most northerly angle

of Lot 315; thence south 55° 28' east along the line between lots 315 and 290, 208.9 feet, more or less, to the most easterly angle of Lot 315; thence south 34° 44' west along the line between lots 315 and 316, 106.8 feet; thence north 55° 28' west, 208.9 feet, more or less, to the place of beginning. R.R.O. 1970, Reg. 79, Sched. 5.

### Schedule 6

#### OLD ST. CASIMIR'S CEMETERY

In the Township of Hagarty and Richards in the County of Renfrew, being composed of part of Lot 4, in Concession 12, described as follows:

BEGINNING at a point where a post is placed at the northwest corner of Lot 4, adjoining the road allowance on the right bank of the Bonchere River, running in a southerly direction 96 yards to the public road, then at an angle of 90° in an easterly direction along the public road 72 yards; thence at an angle of 90° in a northerly direction 96 yards to the said road allowance on the right bank of the Bonchere River; thence west at an angle of 90° along the said road allowance 72 yards to the place of beginning, containing 1 acre, 1 rood and 28 rods, more or less. R.R.O. 1970, Reg. 79, Sched. 6.

### Schedule 7

#### OLD STREETSVILLE CEMETERY

In that part of the City of Mississauga in The Regional Municipality of Peel that was formerly in the Village of Streetsville in the County of Peel, being composed of part of the west half of Lot 3 in Concession 4, west of Hurontario Street, described as follows:

BEGINNING at an iron bar planted in the southwest limit of Lot 3, being also in the northeast limit of the road allowance between concessions 4 and 5, west of Hurontario Street and which iron bar is also planted at the most southerly angle of Lot 15, according to T. Street's plan of part of the former Village of Streetsville; thence south 44° 43' 30" east along the southwest limit of Lot 3, 191.42 feet to an iron bar planted in the same where it is intersected by the line of an existing post-and-wire boundary fence, and which iron bar is also planted at the most westerly angle of Lot 14, according to T. Street's plan; thence north 49° 41' 20" east to and along the same post-and-wire boundary fence, being also along the northwest limit of lots 14 and 36 as occupied, to an iron bar planted in the same at its intersection with a fence running in a north-westerly direction, defining the southwest limit of lots 34 and 35, according to T. Street's plan; thence north 44° 07' 30" west along the last said limits 197 feet to an iron bar planted in the same at its intersection with a fence running in a south-westerly direction defining the southeast limits of lots 33 and 15, according to T. Street's plan; thence south 48° 13' 30" west along the last said limit 218.73 feet more or less, to the place of beginning. R.R.O. 1970, Reg. 79, Sched. 7.

### Schedule 8

#### THE PATTERSON BEARBROOK CEMETERY

In the Township of Cumberland in The Regional Municipality of Ottawa-Carleton, composed of part of the east half of Lot 22, in Concession 6, described as follows:

BEGINNING at the point where the southeasterly limit of the public road called the Bearbrook Road intersects the point or easterly limit of the east half of Lot 22, thence southeasterly and following the said point or easterly limit of the east half of Lot 22, 4 chains, 95-3/10 links; thence southwesterly and at right angles to the said point or easterly limit of the east half of Lot 22, 2 chains, 41 2/3 links; thence northwesterly and parallel to the point or easterly limit of the east half of Lot 22, 3 chains, 32-3/10 links to the southeasterly limit of Bearbrook Road and thence northeasterly and following the last-mentioned limit 2 chains, 91 1/2 links to the place of beginning. R.R.O. 1970, Reg. 79, Sched. 8.

### Schedule 9

#### ST. PAUL'S UNITED CHURCH CEMETERY, LANARK

In the Township of Lanark in the County of Lanark, containing by admeasurement 1 acre, more or less, being composed of a part of the west half of Lot 15, in Concession 6, described as follows:

BEGINNING at the northwest angle of Lot 15 and running southeasterly along the 6th Concession Line of the township 70 yards; thence northeasterly parallel to the line between lots 15 and 16, 70 yards; thence northwesterly parallel to the 6th Concession Line, 70 yards, more or less, to the line between lots 15 and 16; thence southwesterly along the boundary line between lots 15 and 16 to the place of beginning. R.R.O. 1970, Reg. 79, Sched. 9.

### Schedule 10

#### ARKELL UNITED CHURCH CEMETERY

In the Township of Puslinch in the County of Wellington, composed of part of Lot 6, Concession 9, described as follows:

BEGINNING at a stake at the easterly angle of Lot 6, Concession 9 of the Township of Puslinch; thence westerly 2 1/2 chains; thence northerly 1 chain 2 1/2 links; thence easterly 2 1/2 chains to the road; thence 1 chain 2 1/2 links to the place of beginning. R.R.O. 1970, Reg. 79, Sched. 10.

### Schedule 11

#### TRINITY ANGLICAN CHURCH CEMETERY

In that part of the Town of Newcastle in The Regional Municipality of Durham that was formerly in the Township of Darlington in the County of Durham, containing by admeasurement three roods, more or less, being the land conveyed by an instrument registered on the 14th day of November, 1853 as No. 1311 (Darlington) from one Robert Virtue to the Lord Bishop of Toronto and being composed of part of Lot 17 in Concession 8, described as follows:

BEGINNING at a post planted in the southerly limit of the said Lot 17 at a distance of 9 chains and 7 links, more or less, easterly therealong from the southwest angle of the said Lot 17; thence easterly along the said southerly limit a distance of 3 chains and 75 links to a post planted; thence northerly at right angles to the said southerly limit, a distance of 2 chains to a post planted; thence westerly parallel to the said southerly limit, a distance of 3 chains and 75 links to a post planted; thence southerly a distance of 2 chains to the place of beginning. R.R.O. 1970, Reg. 79, Sched. 11.

### Schedule 12

#### ST. ANDREW'S PRESBYTERIAN CHURCH CEMETERY

In the Town of Fergus in the County of Wellington, composed of St. Andrew's Church Lot southeast of Hill Street, as shown on Registered Plan 55 for the said Town, described as follows:

PREMISING that the northwesterly limit of St. George Street has a bearing of north 29° 30' east, and referring all bearings used herein thereto;

BEGINNING at the intersection of the northwesterly limit of St. George Street and the southwesterly limit of Tower Street, and being also the easterly angle of said St. Andrew's Church Lot; thence south 29° 30' west along the southeasterly limit of said St. Andrew's Church Lot, and being also along the northwesterly limit of St. George Street, a distance of 133.6 feet to the southerly angle of the said St. Andrew's Church Lot; thence north 60° 25' west along the southwesterly limit of the said St. Andrew's Church Lot a distance of 266.43 feet to the westerly angle thereof; thence north 29° 33' east along the northwesterly limit of the said St. Andrew's Church Lot being also along the southeasterly limit of Hill Street, a distance of 133.55 feet to the northerly angle of the said St. Andrew's Church Lot; thence south 60° 26' east along the northeasterly limit of the said St. Andrew's Church Lot, being also along the southwesterly limit of Tower Street, a distance of 266.35 feet to the place of beginning. R.R.O. 1970, Reg. 79, Sched. 12.

### Schedule 13

#### OLD METHODIST CEMETERY

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Stratford, in the County of Perth, being composed of a part of Lot 5, Concession 2, of the former Township of Downie, now in the City of Stratford described as follows:

BEGINNING at the southeasterly corner of Lot 5; thence northerly along the easterly limit of the lot a distance of 71.0 feet; thence westerly parallel to

the southerly limit of the lot a distance of 208.71 feet; thence southerly parallel to the easterly limit of the lot a distance of 71.0 feet to the southerly limit of the lot; thence easterly along the southerly limit of the lot a distance of 208.71 feet to the place of beginning. R.R.O. 1970, Reg. 79, Sched. 13.

### Schedule 14

#### CEMETERY ON HARMONY ROAD SOUTH CITY OF OSHAWA

In the City of Oshawa in The Regional Municipality of Durham, being composed of all of Lot 12 according to Harmony Plan, City of Oshawa, described as follows:

PREMISING that the bearings as shown on Deposited Plan No. 491 Highways govern all bearings mentioned hereafter;

BEGINNING at the intersection of the north limit of Lot 12, Harmony Plan, with the east limit of the allowance for road between township lots 4 and 5, said intersection being distant 269.62 feet measured south 17° 33' 10" east along said east limit of allowance for road from the intersection with the south limit of King Street East as shown on Deposited Plan No. 491 Highways; thence north 80° 40' 25" east along the north limit of said Lot 12 a distance of 220.39 feet to the northeast angle thereof; thence south 17° 41' 30" east along the east limit of said Lot 12 a distance of 81.50 feet to the southeast angle thereof; thence south 80° 24' 30" west along the south limit of said Lot 12 a distance of 220.44 feet to the intersection of said south limit with the said east limit of allowance for road between township lots 4 and 5, said intersection being distant 82.50 feet measured south 17° 33' 10" east along said east limit of allowance for road from the place of beginning of the herein described parcel of land; thence westerly along said south limit a distance of 26.8 feet more or less to the southwest angle of said Lot 12; thence northerly along the west limit of said Lot 12 a distance of 82.5 feet more or less to the northwest angle thereof; thence easterly along the north limit of said Lot 12 a distance of 27 feet more or less to the place of beginning. R.R.O. 1970, Reg. 79, Sched. 14.

### Schedule 15

#### PIONEER VILLAGE CEMETERY PART OF BECHTEL'S TRACT CITY OF KITCHENER REGIONAL MUNICIPALITY OF WATERLOO

In the City of Kitchener, in The Regional Municipality of Waterloo, being composed of a part of Bechtel's Tract in the said City of Kitchener, described as follows:

BEGINNING at a point in the northern limit of the Huron Road where it is intersected by the north-eastern limit of the lands of the Canadian National Railway; thence north  $77^{\circ} 05'$  east along the northern limit of the said Huron Road, a distance of 1,272.41 feet; thence north  $44^{\circ} 37' 30''$  west, a distance of 703.38 feet more or less to a point where a standard iron bar is planted, and which said point is the place of beginning; thence north  $44^{\circ} 37' 30''$  west, a distance of 18 feet more or less to a point where a standard iron bar is planted; thence north  $45^{\circ} 22' 30''$  east, a distance of 51 feet more or less to a point where a standard iron bar is planted; thence south  $44^{\circ} 37' 30''$  east, a distance of 18 feet more or less to a point where a standard iron bar is planted; thence south  $45^{\circ} 22' 30''$  west a distance of 51 feet more or less to the aforesaid place of beginning. R.R.O. 1970, Reg. 79, Sched. 15.

#### Schedule 16

BURK FAMILY BURIAL PLOT  
LOT 16, BROKEN FRONT CONCESSION  
TOWN OF NEWCASTLE  
REGIONAL MUNICIPALITY OF DURHAM

In that part of the Town of Newcastle in The Regional Municipality of Durham that was formerly in the Township of Darlington, in the County of Durham, composed of part of Lot 16, in the Broken Front Concession, in the said Township, described as follows:

BEGINNING at a point within the interior of said Lot 16 which may be located as follows:

BEGINNING at a point of intersection of the southeasterly limit of the Canadian National Railway right-of-way with the westerly limit of said Lot 16, said point distant southerly in the last-mentioned limit 3899.53 feet on a course of south  $17^{\circ} 35'$  east from the northwesterly angle of said Lot 16; thence south  $46^{\circ} 10'$  east a distance of 920.7 feet to the place of beginning of the lands to be herein described; thence south  $36^{\circ} 48'$  east a distance of 100 feet to a point; thence  $53^{\circ} 12'$  east a distance of 75 feet to a point; thence north  $50^{\circ} 50' 10''$  west a distance of 103.08 feet more or less to a point distant 50 feet on a course of north  $53^{\circ} 12'$  east from the place of beginning; thence south  $53^{\circ} 12'$  west a distance of 50 feet to the place of beginning R.R.O. 1970, Reg. 79, Sched. 16.

#### Schedule 17

MOUNT VERNON CEMETERY  
CITY OF BURLINGTON,  
REGIONAL MUNICIPALITY OF HALTON

In that part of the City of Burlington in The Regional Municipality of Halton that was formerly in the Town of Burlington, in the County of Halton, and which is composed of part of lots numbered 4 and 5, in Concession 3, South of Dundas Street, in the former Township of Nelson, now in the said City of Burlington, described as follows:

The bearings shown herein are referred to the southeastern limit of the South Service Road as having a bearing of north  $38^{\circ} 23' 15''$  east as shown on a Deposited Plan which is registered in the Land Registry Office for the Registry Division of Halton (No. 20) as Number 1147.

BEGINNING at an iron bar in the southeastern limit of the South Service Road and which is distant 16.50 feet southwesterly from an iron bar marking the most northern angle of the said Lot Number 5, Concession 3, South of Dundas Street; thence north  $38^{\circ} 23' 15''$  east along the southeastern limit of the South Service Road, a distance of 33.0 feet to an iron bar; thence south  $45^{\circ} 19' 30''$  east parallel with the limit between lots numbered 4 and 5, Concession 3, South of Dundas Street, a distance of 1,064.30 feet to an iron bar; thence north  $38^{\circ} 30'$  east a distance of 173.58 feet to an iron bar; thence south  $52^{\circ} 07'$  east a distance of 46.53 feet to an iron bar; thence north  $42^{\circ} 13' 40''$  east a distance of 78.92 feet to an iron bar; thence north  $46^{\circ} 15' 20''$  east a distance of 82.0 feet to an iron bar; thence north  $84^{\circ} 12'$  east a distance of 59.17 feet to an iron bar; thence south  $57^{\circ} 01' 30''$  east a distance of 41.09 feet to an angle iron; thence south  $41^{\circ} 13' 10''$  west a distance of 234.27 feet to an angle iron; thence north  $47^{\circ} 25' 50''$  west a distance of 89.0 feet to an iron bar; thence south  $43^{\circ} 16' 50''$  west a distance of 155.80 feet to an iron bar; thence south  $39^{\circ} 25' 15''$  west a distance of 16.47 feet to an iron bar; thence north  $45^{\circ} 19' 30''$  west a distance of 1,097.02 feet, more or less, to the place of beginning. R.R.O. 1970, Reg. 79, Sched. 17.

#### Schedule 18

ST. JAMES CEMETERY  
LOT 15, CONCESSION 7  
CITY OF MISSISSAUGA,  
REGIONAL MUNICIPALITY OF PEEL

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being composed of a part of the south half of Lot Number 15 in Concession 7 of the City of Mississauga in The Regional Municipality of Peel, formerly in the Township of Toronto Gore, in the County of Peel, described as follows:

BEGINNING at a distance of 669 feet 6 inches northerly from the southwest corner of the said Lot Number 15 and fronting the Sixth Line Road; thence running along the said line of road in a northwesterly direction, a distance of 95 feet 6 inches; thence in a northeasterly direction a distance of 234 feet; thence in a southeasterly direction a distance of 94 feet 6 inches; thence in a southwesterly direction a distance of 234 feet to the place of beginning.

AND ALSO that certain other piece or parcel of land, part of the said Lot Number 15, and adjoining the piece or parcel hereinbefore granted and described as follows:

BEGINNING at a distance of 572 feet north from the southwest corner of the said Lot Number 15 fronting the Sixth Line Road; thence running along the said line of road in a northwesterly direction a distance of 95 feet 6 inches to the southwesterly angle of the piece or parcel hereinbefore described; thence in a northeasterly direction along the southern boundary of the said piece or parcel a distance of 234 feet to the southeast angle of the said piece or parcel; thence in a southeasterly direction a distance of 94 feet 6 inches; thence southwesterly 234 feet to the place of beginning. R.R.O. 1970, Reg. 79, Sched. 18.

### Schedule 19

HAVILAND CEMETERY  
LOT 12, CONCESSION 2

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in that part of the City of Nanticoke in The Regional Municipality of Haldimand-Norfolk that was formerly in the Township of Townsend, in the County of Norfolk, and being comprised of part of Lot 12, Concession 2 in said Township of Townsend, said parcel containing by admeasurement 11,686 square feet, more or less, described as follows:

Premising that the bearing of the north limit of Lot 12, Concession 2, Township of Townsend is north 78° 30' east and relating all bearings herein thereto.

Beginning at an iron bar planted in the central part of said Lot 12 distant 1,526.47 feet from an iron bar planted in the northwest angle of said Lot 12 measured on a course of south 24° 47' 10" east therefrom; thence north 80° 32' 20" east, 123.9 feet to an iron bar planted; thence south 9° 32' 10" east, 93.11 feet to an iron bar planted; thence south 77° 59' 50" west, 120.18 feet to an iron bar planted; thence north 11° 44' 10" west, 98.5 feet to an iron bar planted at the place of beginning. O. Reg. 402/71, s. 1.

### Schedule 20

ZION CEMETERY  
LOT 21, CONCESSION 3  
BOROUGH OF NORTH YORK

In the Borough of North York in The Municipality of Metropolitan Toronto, containing by admeasurement one acre more or less and being comprised of part of the west half of the east half of Lot 21 in Concession 3 east of Yonge Street of the said Borough, described as follows:

BEGINNING on the southerly limit of said Lot 21 at the distance of 782.76 feet measured easterly along the southerly limit of said Lot 21 from the southwesterly corner of the east half of said Lot 21; thence easterly along the southerly limit of said Lot,

181.5 feet; thence northerly parallel to the westerly limit of the east half of the west half of the east half of said Lot 21, 241.56 feet more or less to give the required one acre; thence westerly parallel to the southerly limit of said Lot 21, 181.5 feet; thence southerly in a direct line 241.56 feet to the place of beginning. O. Reg. 71/72, s. 1.

### Schedule 21

DINORWIC ANGLICAN CEMETERY  
IN THE DIOCESE OF KEEWATIN,  
TERRITORIAL DISTRICT OF KENORA

In the Diocese of Keewatin in the Territorial District of Kenora, being all of Parcel 8199 and part of Parcel 8265, and being shown as Part 3 on plan 23R-2269 registered in the Land Registry Office for the Land Titles Division of Kenora (No. 23) and shown also on Ministry of Transportation and Communications plan P-2331-59 registered in the said office as No. 96274. O. Reg. 464/72, s. 1.

### Schedule 22

FRONTENAC COUNTY JAIL CEMETERY  
LOT 25, CONCESSION 1, CITY OF KINGSTON,  
COUNTY OF FRONTENAC

ALL AND SINGULAR that certain parcel or tract of land situate, lying and being part of Lot 25, Concession 1 in the City of Kingston, in the County of Frontenac, described as parts 1, 2 and 3 as follows:

#### PART 1

BEGINNING at an iron bar planted in the easterly limit of Barrie Street at the northwest corner of the parcel of land heretofore granted to the Municipal Council of the Corporation of the County of Frontenac for the site of a Gaol and Court House; thence north 54° 28' east a distance of 180.50 feet to a point; thence south 22° 53' east a distance of 150.85 feet to a point; thence south 67° 07' west a distance of 121.10 feet to a point; thence north 22° 53' west a distance of 41.80 feet to a point; thence north 67° 07' west a distance of 60.52 feet to a point; thence south 22° 53' east a distance of 19.45 feet to a point; thence south 67° 07' west a distance of 10.10 feet to a point; thence north 31° 56' west a distance of 13.65 feet to a point; thence north 1° 30' west a distance of 65.90 feet to the point of commencement.

#### PART 2

BEGINNING at an iron bar planted in the easterly limit of Barrie Street at the northwest corner of the parcel of land heretofore granted to the Municipal Council of the Corporation of the County of Frontenac for the site of a Gaol and Court House; thence north 54° 28' east a distance of 431.55 feet to a point; thence south 22° 53' east a distance of

204.05 feet to the point of commencement, the southeast corner of the Old County Gaol Yard, with all following measurements following the inside wall of the Gaol Yard; thence south 67° 07' west a distance of 132.30 feet to a point; thence north 22° 53' west a distance of 18.80 feet to a point; thence north 67° 07' east a distance of 5.35 feet to a point; thence north 22° 53' west a distance of 3.15 feet to a point; thence north 67° 07' east a distance of 14.10 feet to a point; thence north 22° 53' west a distance of 29.25 feet to a point; thence north 67° 07' east a distance of 113.55 feet to a point; thence south 22° 53' east a distance of 51.20 feet to the point of commencement.

#### PART 3

BEGINNING at an iron bar planted in the easterly limit of Barrie Street at the northwest corner of the parcel of land heretofore granted to the Municipal Council of the Corporation of the County of Frontenac for the site of a Gaol and Court House; thence north 54° 28' east a distance of 431.55 feet to a point; thence south 67° 07' west a distance of 202.00 feet to the point of commencement, the inside southwest corner of the Gaol Yard, with all following measurements following the inside wall of the Gaol Yard; thence north 22° 53' west a distance of 71.70 feet to a point; thence north 67° 07' east a distance of 10.05 feet to a point; thence south 22° 53' east a distance of 19.30 feet to a point; thence north 67° 07' east a distance of 58.40 feet to a point; thence south 22° 53' east a distance of 51.75 feet to a point; thence south 67° 07' west a distance of 67.70 feet to the point of commencement. O. Reg. 430/72, s. 1.

#### Schedule 23

MCFARLANE CEMETERY  
PART LOT 9, CONCESSION 4  
BOROUGH OF ETOBICOKE  
MUNICIPALITY OF METROPOLITAN TORONTO

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Borough of Etobicoke, in the Municipality of Metropolitan Toronto, formerly in the Borough of Etobicoke, in the County of York, and being composed of Part of Lot 9, Concession 4, Colonel Smith's Tract, in the said Borough, and which said parcel of land containing by admeasurement 2,584 square feet, more or less, is more particularly described as follows:

PREMISING that the bearings hereinafter mentioned are astronomical and are derived from the Ontario Co-ordinate System, Zone 10, Central Meridian 79° 30' west;

BEGINNING at a found survey monument marking the northeast corner of Lot 9, Concession 4, Colonel Smith's Tract; thence south 72° 05' 50" west along the northern limit of Lot 9, Concession 4, Colonel Smith's Tract, also being the south limit of Dundas

Street West, a distance of 49.75 feet; thence south 19° 01' 20" east 53.00 feet to a survey monument; thence north 71° 36' 30" east 48.17 feet to a survey monument planted in the western limit of Lot 19 according to a Plan registered in the Land Registry Office for the Registry Division of Toronto Boroughs (No. 64) as No. 2104; thence north 17° 18' 30" west along the western limit of Lot 19 according to Registered Plan No. 2104, a distance of 52.58 feet to the place of beginning. O. Reg. 527/72, s. 1.

#### Schedule 24

ST. FRANCIS DE SALES ROMAN CATHOLIC  
CEMETERY, TOWN OF AJAX,  
REGIONAL MUNICIPALITY OF DURHAM

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in that part of the Town of Ajax in The Regional Municipality of Durham that was formerly the Village of Pickering (formerly in the Township of Pickering), in the County of Ontario, being that portion of Lot 16, Concession 1, of the Township of Pickering, designated as PART 4 on a Ministry of Transportation and Communications Plan of Survey P-2310-141 being a Reference Plan deposited in the Land Registry Office for the Registry Division of Durham (No. 40) as Plan 40R-626. O. Reg. 587/72, s. 1.

#### Schedule 25

THE JULIAN FAMILY CEMETERY  
LOCATED IN LOTS 1, 2 AND 3,  
REGISTERED PLAN 381,  
VILLAGE OF WHEATLEY,  
COUNTY OF KENT

O. Reg. 423/73, s. 1.

#### Schedule 26

HUGHES FAMILY BURYING GROUNDS

Parts of lots 91 and 92 in the Town of Newmarket, in The Regional Municipality of York, (formerly in the Township of Whitchurch) and designated as PART 1 on a Plan of Survey of record filed in the Land Registry Office for the Land Titles Division at Toronto (No. 63) as No. 66R-5847, also entered in the said Office as Parcel 9-12, Section W-1. O. Reg. 330/73, s. 1.

#### Schedule 27

HIGHWAY 29 ROMAN CATHOLIC CEMETERY

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in that part of the Township of West Carleton that was formerly the Township of Fitzroy in The Regional Municipality of Ottawa-Carleton and being composed of that portion of Lot 27 in Concession 2 of the said Township of Fitzroy designated as PART 1 on a reference Plan of Survey deposited in the Land Registry Office for the Registry Division of Ottawa-Carleton (No. 5). O. Reg. 521/73, s. 1.

## Schedule 28

BINGHAM (BIGHAM) FAMILY CEMETERY,  
BOROUGH OF ETOBICOKE,  
MUNICIPALITY OF METROPOLITAN TORONTO

All that parcel of land situate in the Borough of Etobicoke, in The Municipality of Metropolitan Toronto, composed of Part of Block A according to Plan 4532 on file in the Land Registry Office for the Registry Division of Toronto Boroughs (No. 64) described as follows:

Premising the southerly limit of Block A has an astronomical course of north  $72^{\circ} 31'$  east and relating all bearings herein thereto:

Beginning at the southwesterly angle of Block A, being the intersection of the northerly limit of Rathburn Road as widened with the easterly limit of Martin Grove Road as widened by the said Plan 4532; thence north  $18^{\circ} 17' 00''$  west following the easterly limit of Martin Grove Road a distance of 58.54 feet to an iron bar marking the most southerly angle of Martin Grove Road as widened by instrument number 251183; thence north  $26^{\circ} 23' 00''$  east a distance of 137.55 feet to an iron bar marking the southeasterly corner of a cemetery plot, the said iron bar marking the point of commencement;

Thence north  $18^{\circ} 54' 40''$  west following the easterly limit of the cemetery plot, a distance of 20.11 feet to an iron bar marking the northeasterly angle of the cemetery plot; thence south  $69^{\circ} 1' 20''$  west following the northerly limit of the cemetery plot, a distance of 14.35 feet to an iron bar marking the northwesterly angle of the cemetery plot; thence south  $18^{\circ} 31' 50''$  east following the westerly limit of the cemetery plot, a distance of 20.25 feet to an iron bar marking the southwesterly angle of the cemetery plot; thence north  $68^{\circ} 29' 20''$  east following the southerly limit of the cemetery plot, a distance of 14.49 feet to the point of commencement. O. Reg. 764/73, s. 1.

## Schedule 29

CEMETERY, PART LOT 10,  
S.P.L.R., TOWNSHIP OF BIDDULPH,  
COUNTY OF MIDDLESEX

That parcel of land and premises situate, lying and being part of Lot 10, south of the Proof Line Road, Township of Biddulph, County of Middlesex, more particularly described as being Part 1 of Part 6 on Plan 33R 878 registered in the Land Registry Office for the Registry Division of Middlesex East (No. 33) on March 13, 1974. O. Reg. 443/74, s. 1.

## Schedule 30

KANE CEMETERY  
(SLOAN'S FAMILY BURIAL GROUND)  
LOT 23, CONCESSION 9  
TOWNSHIP OF EDWARDSBURGH  
COUNTY OF GRENVILLE

That parcel or tract of land and premises situate in the Township of Edwardsburgh in the County of Grenville, being more particularly designated as Part 8 on a Ministry of Transportation and Communications Plan of Survey P-6073-11, being a Land Plan registered in the Land Registry Office for the Registry Division of Grenville (No. 15) as Instrument Number 184. O. Reg. 444/74, s. 1.

## Schedule 31

FERGUSON (PRIVATE) CEMETERY  
FORMERLY OF THE TOWNSHIP OF CHINGUACOUSY  
NOW THE CITY OF BRAMPTON

That parcel of land situate formerly in the Township of Chinguacousy in the County of Peel, now in the City of Brampton in The Regional Municipality of Peel, and being composed of part of the west half of Lot 12 in Concession 1, east of Hurontario Street formerly in the said Township of Chinguacousy now in the said City of Brampton containing by admeasurement 0.013 acre be the same, more or less, and more particularly described as follows:

Premising that the northeast limit of the King's Highway No. 10 has a bearing of north  $44^{\circ} 09' 30''$  west, astronomic and relating all bearings herein thereto;

Beginning at a point in the west half of the said Lot 12 in the said Concession 1, east of Hurontario Street being distant 825.00 feet measured southwesterly on a course of south  $56^{\circ} 12' 25''$  west from the east angle of the west half of the said Lot 12; thence south  $36^{\circ} 37' 20''$  west, 23.45 feet, more or less, to a point; thence south  $48^{\circ} 02' 05''$  east, 23.33 feet, more or less, to a point; thence north  $40^{\circ} 00' 40''$  east, 24.22 feet, more or less, to a point; thence north  $50^{\circ} 01' 50''$  west, 24.61 feet, more or less, to the place of beginning. O. Reg. 599/74, s. 1.

## Schedule 32

BARTON STREET JAIL, HAMILTON

The exercise yard of the Barton Street Jail, in the City of Hamilton in The Regional Municipality of Hamilton-Wentworth. O. Reg. 693/74, s. 2, *part*.

**Schedule 33**

ABANDONED FAMILY BURIAL GROUND  
PART LOT 7, CONCESSION 2,  
TOWN OF MARKHAM,  
THE REGIONAL MUNICIPALITY OF YORK

That parcel of land being part of Lot 7, in Concession 2, Town of Markham in The Regional Municipality of York, more particularly described as being in the northwest part of the northwest quarter of the west half of Lot 7 and comprising in all one-quarter acre, more or less. O. Reg. 156/75, s. 1, *part*.

**Schedule 34**

THE OSHAWA HARBOUR COMMISSION  
AND  
THE PORT OSHAWA CEMETERY

That parcel of land situate in the City of Oshawa, being composed of that part of Lot 5 in the Broken Front Concession shown as Part 6 on Plan 40R-1446 in the Land Registry Office for the Registry Division of Durham (No. 40). O. Reg. 341/75, s. 1.

**Schedule 35**

STAUDT FARMS LIMITED

That tract of land situate in the Township of Mersea in the County of Essex, being composed of the south three-quarters of the east one-half of Lot 236 north of the Talbot Road west and containing seventy-five acres, more or less, saving and excepting thereout and therefrom the right-of-way of the Chesapeake & Ohio Railway Company (formerly Pere Marquette Railway). O. Reg. 201/75, s. 1.

**Schedule 36**

ISOLATED BURIALS ON LOT 5,  
CONCESSION 9, TOWN OF VAUGHAN,  
THE REGIONAL MUNICIPALITY OF YORK

In the Town of Vaughan, in The Regional Municipality of York, described as follows:

PART of the east half of Lot 5, Concession 9, shown as Part 1 on Reference Plan Number P-2103-53 deposited as Plan 64R-1986 in the Land Registry Office for the Registry Division of Toronto Boroughs and York South (No. 64). O. Reg. 445/75, s. 1.

**Schedule 37**

PART OF MOUNT OLIVET CEMETERY, PEEL

In the City of Brampton in The Regional Municipality of Peel, being composed of part of the east half of Lot 9, Concession 3, in the City of Brampton,

east of Hurontario Street in the said City, described as follows:

PREMISING that the northeasterly limit of the said east half of Lot 9 has a bearing of north 45° 20' 10" west and relating all bearings herein thereto;

BEGINNING at a point in the northeasterly limit of the said east half of Lot 9, distant 195.68 feet measured southeasterly thereon from the most northerly angle of the said Lot; thence south 44° 39' 50" west 98.07 feet to a point; thence north 48° 43' 00" west 182.67 feet, more or less, to an iron bar planted in the northwesterly limit of the said east half of Lot 9; thence southwesterly to and along the line of a post and wire fence defining the said northwesterly limit of the east half of Lot 9 225.64 feet, more or less, to an iron bar; thence south 45° 20' 10" east along a line drawn parallel to the northeasterly limit of the said half Lot 364.77 feet, more or less, to an iron bar; thence north 37° 43' east along a line drawn parallel to the northwesterly limit of the said half Lot 335.40 feet, more or less, to an iron bar planted at its intersection with the said northeasterly limit of the said half Lot; thence north 45° 20' 10" west along the last said limit 169.09 feet, more or less, to the point of beginning. O. Reg. 351/76, s. 1, *part*.

**Schedule 38**

MISSION ROAD OR ST. MARGARET  
MARY'S CEMETERY  
ALGOMA WEST SECTION  
TERRITORIAL DISTRICT OF ALGOMA

That parcel of land composed of Location CL. 405 situate in the Geographic Township of McMurray (formerly described as Township 29—Range 23), being the whole of Parcel 4645, Algoma West Section, in the said Geographic Township of McMurray, within the Municipal Township of Michipicoten, Territorial District of Algoma; containing by admeasurement 3.26 acres, be the same more or less. O. Reg. 351/76, s. 1, *part*.

**Schedule 39**

OBLATS DE MARIE IMMACULÉE CEMETERY,  
CITY OF OTTAWA,  
THE REGIONAL MUNICIPALITY OF OTTAWA-CARLETON

That parcel of land situate in the City of Ottawa in The Regional Municipality of Ottawa-Carleton, formerly in the Township of Nepean, being part of Lot H, Concession D (Rideau Front) more particularly described as Part 1 on a plan of survey prepared by H. R. Farley, Ontario Land Surveyor, on the 10th day of May, 1976 and registered as Plan 4R-1790 on the 20th day of May, 1976 in the Land Registry Office for the Registry Division of Ottawa (No. 4). O. Reg. 629/76, s. 1.

**Schedule 40**

THE BATTLE OF BEAVERDAMS PARK CEMETERY,  
CITY OF THOROLD,  
THE REGIONAL MUNICIPALITY OF NIAGARA

That parcel of land and premises situate in the City of Thorold in The Regional Municipality of Niagara, being part of Township Lot 17 in the Township of Thorold, now in the City of Thorold, designated as Part 1 on a Reference Plan deposited in the Land Registry Office for the Registry Division of Niagara South (No. 59) as No. 59R-1586. O. Reg. 712/76, s. 1.

**Schedule 41**

BURIAL GROUND, TOWN OF ANCASTER,  
THE REGIONAL MUNICIPALITY OF  
HAMILTON-WENTWORTH

That parcel of land situate in the Town of Ancaster in The Regional Municipality of Hamilton-Wentworth, formerly in the Township of Ancaster in the County of Wentworth, being that portion of Lot 34, Concession 4 of the Township of Ancaster designated as Part 2 on a plan of survey prepared by Alan L. Vaughan, Ontario Land Surveyor, on the 22nd day of December, 1975, being a Reference Plan deposited in the Land Registry Office for the Registry Division of Wentworth (No. 62) on the 19th day of January, 1976 as Plan 62R-2786. O. Reg. 68/77, s. 1.

**Schedule 42**

EARL CEMETERY  
TOWNSHIP OF ELIZABETHTOWN

That parcel of land situate in the Township of Elizabethtown in the County of Leeds being composed of part of Lot 22, Concession 6 of the said Township, more particularly described as follows:

PREMISING that the bearings herein mentioned are astronomic and refer to the bearings shown on a Reference Plan deposited in the Land Registry Office for the Registry Division of Leeds (No. 28) as Plan Number R-77;

BEGINNING at a point distant south 48° 33' west 2,306.50 feet from the southeastern corner of Lot 21, Concession 6 of the said Township; Thence south 54° 48' west 40 feet; thence south 35° 12' east 20 feet; thence north 54° 48' east 40 feet; thence north 35° 12' west 20 feet, more or less, to the point of beginning. O. Reg. 182/77, s. 1.

**Schedule 43**

PETTIT CEMETERY  
TOWN OF STONEY CREEK

In the Town of Stoney Creek in The Regional Municipality of Hamilton-Wentworth, being com-

posed of part of Lot 7, South Shore Estates, Registered Plan Number M-101 entered in the Land Registry Office for the Land Titles Division of Wentworth (No. 62) as Part of Parcel Plan 1, Section M-101, more particularly designated as Part 1 on Reference Plan Number 62R-3268 deposited in the Land Registry Office for the Land Titles Division of Wentworth (No. 62) on the 10th day of November, 1976. O. Reg. 334/77, s. 2.

**Schedule 44**

SPEEDVALE (JACKSON) CEMETERY  
CITY OF GUELPH  
COUNTY OF WELLINGTON

That parcel of land situate in the City of Guelph in the County of Wellington, being composed of part of Lot 7, Concession 2, Division "E", formerly in the Township of Guelph, containing an area of 0.06 acre, more or less, more particularly described as follows:

Premising that the line of Speedvale Avenue has a bearing of north 45° 04' 50" east, as shown on Registered Plan 618 for the said City and referring all bearings herein thereto;

Beginning at the westerly angle of the said Lot 7; thence north 45° 04' 50" east along the southeasterly limit of Speedvale Avenue, being also along the northwesterly limit of the said Lot 6 a distance of 1,565.66 feet; thence south 44° 55' 10" east 512 feet to an iron bar at the westerly angle and point of beginning of the lands described herein; thence north 43° 06' 50" east 50.75 feet to an iron bar; thence south 45° 01' 20" east 51.37 feet to an iron bar; thence south 43° 17' 50" west 51.98 feet to an iron bar; thence north 43° 37' 30" west 51.29 feet to the point of beginning. O. Reg. 730/77, s. 2.

**Schedule 45**

TANSLEY CEMETERY, CITY OF BURLINGTON,  
THE REGIONAL MUNICIPALITY OF HALTON

Those parcels of land situate in the City of Burlington in The Regional Municipality of Halton (formerly in the Township of Nelson in the County of Halton) containing in all by admeasurement .83 of an acre, more or less, being composed of part of Lot 4, Concession 1, north of Dundas Street, in the said City, more particularly described as follows: (Firstly) Part 16 of Department of Highways, Ontario Plan P-1556-26 registered as Plan Number 1267 on the 21st day of November, 1963 in the Land Registry Office for the Registry Division of Halton (No. 20); (Secondly) Part 2 of Plan 20R-3231 deposited on the 25th day of July, 1977 in the said Land Registry Office; and (Thirdly) Part 2 of Plan 20R-3558 deposited on the 27th day of January, 1978 in the said Land Registry Office. O. Reg. 171/78, s. 1.

**Schedule 46**

NEUTRAL INDIAN BURIAL GROUND,  
TOWN OF GRIMSBY,  
THE REGIONAL MUNICIPALITY OF NIAGARA

That parcel of land situate in the Town of Grimsby in The Regional Municipality of Niagara, formerly in the Township of North Grimsby in the County of Lincoln, containing by admeasurement .008 of an acre, more or less, being composed of part of Lot 7 in Concession 2 in the said former Township, more particularly described as follows:

PREMISING that the easterly limit of Centennial Gardens Plan registered in the Land Registry Office for the Land Titles Division of Niagara North (No. 30) as Plan M-66 has a bearing of north  $18^{\circ} 01' 55''$  east and relating all bearings herein thereto:

BEGINNING at the northeast angle of Lot 37 according to the said Plan M-66;

Thence north  $18^{\circ} 01' 55''$  east a distance of 36.58 feet to a point;

Thence south  $36^{\circ} 03' 20''$  east a distance of 109.72 feet to an iron bar which said iron bar is the place of beginning of the herein described land;

Thence continuing south  $36^{\circ} 03' 20''$  east a distance of 16.00 feet to an iron bar;

Thence north  $75^{\circ} 11' 20''$  east a distance of 13.50 feet to an iron bar;

Thence south  $66^{\circ} 57' 30''$  east a distance of 11.00 feet to an iron bar;

Thence north  $6^{\circ} 42' 30''$  west a distance of 5.00 feet to an iron bar;

Thence north  $62^{\circ} 43' 20''$  west a distance of 8.00 feet to an iron bar;

Thence north  $36^{\circ} 38' 20''$  west a distance of 18.00 feet to an iron bar;

Thence south  $56^{\circ} 31' 40''$  west a distance of 17.00 feet, more or less, to the place of beginning. O. Reg. 832/78, s. 1.

**Schedule 47**

PRIVATE BURIAL GROUND

That parcel of land being part of Lot 9, Concession 6, formerly in the Township of Markham, now in the Town of Markham, designated as Parts 19 and 20 on reference plan number 64-7974 in the Land Registry Office for the Registry Division of York Region (No. 65). O. Reg. 1066/80, s. 1.

## REGULATION 90

under the Cemeteries Act

### GENERAL

#### 1. In this Regulation,

(a) "cemetery services" includes, in respect of,

(i) a cemetery, the opening and closing of graves, disinterments or removal of remains, provision of temporary storage in vaults or mortuaries, construction of foundations for monuments, grave markers or memorial plaques, setting corner posts, provision of a tent or canopy, carrying and lowering devices, ground cover for committal services, preparation of flower beds and planting of flowers and shrubs and any other services normally provided by the owner and where a lot was sold before a perpetual care contract was in force, cutting grass and the general care of the lot,

(ii) a mausoleum, the opening, closing and sealing of crypts and compartments, provision of temporary storage in vaults or crypts, provision of tent or canopy for committal services, provision of elevating devices and any other services normally provided by the owner, and

(iii) a columbarium, the opening, closing and sealing of crypts or compartments, provision of a tent or canopy for committal services, and any other services normally provided by the owner;

(b) "cemetery supplies" includes concrete and metal burial vaults, monuments, grave markers or memorial plaques of stone or metal, corner posts, flowers, shrubs, artificial wreaths and any other articles normally supplied for use in a cemetery, mausoleum or columbarium;

(c) "lot" includes plot, grave, burial site, mausoleum crypt or compartment, and columbarium niche or compartment. R.R.O. 1970, Reg. 80, s. 1.

2.—(1) An application for approval of a cemetery shall be accompanied by a general plan of the cemetery drawn to scale and showing the location and dimensions of every lot, walk, fence, road, watercourse and building in the cemetery and adjoining roads, compass bearings and lot numbers.

(2) An application for approval of a mausoleum or columbarium shall be accompanied by,

(a) a general plan of the buildings together with copies of all working drawings and architectural specifications; and

(b) a metes and bounds description and survey of the property showing the location of the building.

(3) An application for approval of a crematorium shall be accompanied by,

(a) a general plan of the building together with copies of all working drawings and architectural specifications;

(b) a metes and bounds description and survey of the property showing the location of the building; and

(c) copies of the plans and specifications of all mechanical equipment, including the combustion chamber, flues, fans and retorts. R.R.O. 1970, Reg. 80, s. 4.

#### 3. Every plan of,

(a) a cemetery that contains three or more acres of land or of an extension to an existing cemetery that contains three or more acres of land; and

(b) a cemetery operated for gain or profit or an extension thereof,

shall be prepared by and the land shall be surveyed and subdivided by an Ontario Land Surveyor or a Professional Engineer. R.R.O. 1970, Reg. 80, s. 5.

4. Every plan of a cemetery, mausoleum or columbarium approved by the Ministry shall be deposited under Part II of the *Registry Act* by the owner in the Land Registry Office for the registry division in which the cemetery is situated and in the case of a cemetery, mausoleum or columbarium comprising land under the *Land Titles Act*, the plan shall be filed in the appropriate Land Registry Office. R.R.O. 1970, Reg. 80, s. 6.

5. No alteration of the location, lay-out or dimensions of any lot shall be made until a detailed plan of the proposed alteration has been approved by the Ministry and deposited or filed in accordance with section 6. R.R.O. 1970, Reg. 80, s. 7.

6. Where a plan referred to in section 2 or 5 is approved by the Ministry, the approval shall be endorsed upon the plan. R.R.O. 1970, Reg. 80, s. 8.

7. Public walks in every cemetery shall be arranged to give access to every lot and roads shall be provided to give access to all parts of the cemetery. R.R.O. 1970, Reg. 80, s. 9.

8. Every owner shall keep available for public inspection during reasonable hours a copy of every plan of the cemetery that has been approved by the Ministry. R.R.O. 1970, Reg. 80, s. 10.

9.—(1) In this section, and section 11, "trustee" means the Public Trustee or a trust company registered under the *Loan and Trust Corporations Act*.

(2) Every owner shall at the time of a sale by him of a lot deliver to the purchaser a deed or certificate showing,

- (a) the name of the purchaser;
- (b) the location and area of dimensions of the lot purchased;
- (c) the date of the purchase;
- (d) the amount of the sale price;
- (e) the proportion of the sale price set aside for perpetual care; and
- (f) the name and address of the trustee holding the perpetual care funds. R.R.O. 1970, Reg. 80, s. 11.

10. Where a lot is sold on a preneed or time-payment plan and the purchaser has not personally inspected the lot before signing the agreement to purchase, the agreement shall,

- (a) contain a provision that an alternative lot of equal value may be chosen by the purchaser anywhere in the cemetery, mau-

soleum or columbarium within sixty days from the date of signing on written notice to the owner that the purchaser is dissatisfied;

- (b) specify the number or designation of the lot by reference to the plan approved by the Ministry; and
- (c) specify the amount of the purchase price allocated to the perpetual care fund. R.R.O. 1970, Reg. 80, s. 12.

11. Where a lot is purchased on a time-payment plan, the proportion of each payment that is payable to the perpetual care fund shall be deposited with the trustee within one month of the date of the payment. R.R.O. 1970, Reg. 80, s. 13.

12. Where photographs, plans, maps or specifications are used in selling lots, the name and location of the cemetery, mausoleum or columbarium referred to therein shall be clearly indicated. R.R.O. 1970, Reg. 80, s. 14.

13. No lot shall be sold or offered for sale in any part of a cemetery, mausoleum or columbarium until that part has been developed and made ready for interment purposes and the final plans for that part of the cemetery, mausoleum or columbarium have been approved by the Ministry. R.R.O. 1970, Reg. 80, s. 15.

14.—(1) Every owner shall file with the Ministry a list of prices or rates charged for lots and cemetery services.

(2) Every owner of a crematorium shall file with the Ministry a list of prices or rates charged for cremation and any other services normally provided by him. R.R.O. 1970, Reg. 80, s. 16.

15.—(1) No new prices or rates or alteration in existing prices or rates shall be put into effect unless at least thirty days before putting such price, rate or alteration thereof into effect, the owner of the cemetery, mausoleum, columbarium or crematorium gives notice thereof to the Ministry by prepaid registered mail or by delivering or causing to be delivered such notice to the Ministry.

(2) Where the Minister disallows any price or rate or alteration thereof, such new price or rate or alteration shall not be put into effect. R.R.O. 1970, Reg. 80, s. 17.

16. An owner shall not refuse to install or refuse to permit the installation of any cemetery supplies if the material and erection comply with the regulations of the cemetery, mausoleum or columbarium. R.R.O. 1970, Reg. 80, s. 18.

17. An owner shall not require any lot owner to provide any marker, corner post, monument, coping, gravestone or fence other than those specified in the regulations of the cemetery, mausoleum or columbarium. R.R.O. 1970, Reg. 80, s. 19.

18. Where The Last Post Fund arranges and pays for a burial, The Last Post Fund may provide and erect a monument, gravestone or other memorial, and in such case no other monument, gravestone or other memorial shall be placed upon the grave unless the owner obtains the consent in writing of The Last Post Fund. R.R.O. 1970, Reg. 80, s. 20.

19. Every owner shall keep a register for public inspection in which shall be entered,

- (a) the name and address of every owner of a lot; and
- (b) every transfer of the ownership of a lot. R.R.O. 1970, Reg. 80, s. 21.

20. Every owner shall keep a separate register for public inspection in which shall be entered,

- (a) the name of every deceased person whose body is interred in the cemetery, mausoleum or columbarium;
- (b) the location of every dead body interred in the cemetery, mausoleum or columbarium;
- (c) the date of the burial of every such body; and
- (d) the particulars of every disinterment or removal of a body. R.R.O. 1970, Reg. 80, s. 22.

21.—(1) Every transfer of the ownership of a lot after the original sale shall be made by the registered owner or his legal representative giving to the owner of the cemetery, mausoleum or columbarium a written notice containing a description of the lot, the date of the sale and the name and address of the transferee.

(2) Upon receipt of the notice and payment of a fee not exceeding \$2, the owner shall forthwith enter in the register kept in accordance with section 19, the date of the transfer and the name and address of the transferee. R.R.O. 1970, Reg. 80, s. 23.

22. No change in the ownership of a cemetery, mausoleum or columbarium shall become effective until written notice thereof has been given to the Ministry and the change has been approved by the Ministry. R.R.O. 1970, Reg. 80, s. 24.

23. Every owner shall at the request of the Ministry furnish such information as the Minister requires in respect of the cemetery, columbarium or mausoleum and the care and management thereof. R.R.O. 1970, Reg. 80, s. 25.

24. No body of a deceased person who had attained the age of sixteen years shall be buried in a grave that is less than eight feet in length

and three feet in width, exclusive of space for monuments. R.R.O. 1970, Reg. 80, s. 26.

25. Every burial or entombment shall be made in a lot that is shown on a plan approved by the Minister. R.R.O. 1970, Reg. 80, s. 27.

26. No interment shall be made without the written consent of the owner of the lot or of a person who satisfies the owner of the cemetery, mausoleum or columbarium that he represents the owner of the lot. R.R.O. 1970, Reg. 80, s. 28.

27. No dead body shall be disinterred or removed from a lot without the written consent of the local medical officer of health and the owner of the lot, but the consent of the owner of the lot is not required,

- (a) where the owner of the lot cannot conveniently be reached or the place of his residence is unknown to the owner of the cemetery, and the written consent of the Minister has been obtained; or
- (b) where the cemetery has been closed by proclamation of the Lieutenant Governor in Council. R.R.O. 1970, Reg. 80, s. 29.

28. A certificate of a coroner under section 80 of the Act shall be in Form 1. R.R.O. 1970, Reg. 80, s. 30.

29. All cemeteries are exempt from the application of clause 13 (1) (a) of the Act. R.R.O. 1970, Reg. 80, s. 31.

30. For the purpose of section 14 of the Act,

- (a) sections 10, 12, 22, 23, 25, 26, 38, 39, 40, 44, 49, 54, 55, 57, 58, 59, 60, 61, 62, 65, 68, 69, 70 and 75 of the Act apply with necessary modifications to mausolea;
- (b) sections 10, 12, 13, 15, 16, 17, 19, 22, 23, 25, 26, 38, 39, 40, 42, 44, 49, 54, 55, 58, 59, 62, 65, 68, 69, 70 and 75 of the Act apply with necessary modifications to columbaria; and
- (c) sections 15, 16, 17, 19, 38, 44, 45, 46, 49, 65, 68, 69 and 70 of the Act apply with necessary modifications to crematoria. R.R.O. 1970, Reg. 80, s. 32.

31. Every owner shall file with the Minister a list of all by-laws, rules and regulations made by him and any amendments thereof, and no by-law, rule or regulation shall have any force or effect unless approved by the Minister. R.R.O. 1970, Reg. 80, s. 33.

32. The Minister may revoke any approval given by him under section 31. R.R.O. 1970, Reg. 80, s. 34.

Form 1

*Cemeteries Act*

Certificate of a Coroner under section 80 of the Act

I, .....  
(name of coroner)

a coroner of .....  
(name of municipality)

certify that the cause of death of .....  
(name of deceased)

of ..... whose  
(residence) (occupation)

death took place at ..... on the ..... day

of ..... 19...., has been definitely ascer-  
tained and that there exists no reason for further  
inquiry or examination.

Dated this ..... day of ..... 19....  
.....  
(signature of coroner)

NOTES:

1. This certificate is not a burial permit under the *Vital Statistics Act*. A burial permit under that Act is also required.
2. This certificate is made by a coroner of the municipality in which the death took place but, where the death took place outside Ontario, the certificate may be issued by a coroner of the municipality in which the body is to be cremated or incinerated. R.R.O. 1970, Reg. 80, Form 1.

## REGULATION 91

under the Cemeteries Act

### TRUST FUNDS

#### 1. In this Regulation,

- (a) "lot" includes plot, grave, burial site, mausoleum crypt or compartment and columbarium compartment or niche;
- (b) "special investments" means investments that are not trustee investments and in which an owner has invested perpetual care funds under authority of a special Act;
- (c) "trustee" means the Public Trustee or a trust company registered under the *Loan and Trust Corporations Act*;
- (d) "trustee investments" means the investments prescribed for investment of trust funds under the *Trustee Act*. R.R.O. 1970, Reg. 81, s. 1.

2.—(1) For the purposes of subsection 8 (1) of the Act, the amount that an owner shall set aside as a deposit to ensure the maintenance of,

- (a) a cemetery to be operated for gain or profit shall be \$30,000 or \$10,000 for each acre in the cemetery,
  - (i) that is to be developed immediately for burial purposes, or
  - (ii) in which lots or graves may be sold or offered for sale,

whichever amount is the greater;

- (b) a mausoleum to be operated for gain or profit shall be \$100 for each lot in the mausoleum; or
- (c) a columbarium to be operated for gain or profit shall be \$25 for each lot in the columbarium.

(2) The deposit referred to in subsection (1) shall be deposited by the owner with a trustee who shall place the deposit in a special account.

(3) The deposit referred to in subsection (1) may be reduced in units of,

- (a) \$5,000 in the case of a cemetery; or
- (b) \$1,000 in the case of a mausoleum or columbarium,

as the perpetual care fund is built up in equivalent amounts. R.R.O. 1970, Reg. 81, s. 2 (1-3).

(4) All or any part of the deposit in respect of the enlargement of an existing cemetery or the establishment or enlargement of a mausoleum or columbarium within an existing cemetery may, subject to the approval of the Ministry, be waived where the owner is not in contravention of the Act or the regulations and satisfies the Ministry that the annual income from the perpetual care fund of the cemetery is sufficient to pay the cost of the annual maintenance of the cemetery, mausoleum or columbarium as prescribed in subsection 24 (4) of the Act and section 15 of this Regulation. O. Reg. 773/78, s. 1.

3.—(1) The trustee shall return the deposit referred to in subsection 2 (1) or any portion thereof to the owner when so directed by the Minister.

(2) The Minister shall issue the direction mentioned in subsection (1) where the trustee submits,

- (a) a certificate signed by the owner or, where the owner is a corporation, by two officers of the corporation, certifying that the balance of the deposit after the return of the sum to him together with the amount in the perpetual care fund will be equal to or greater than the deposit referred to in section 2; and
- (b) a certificate of the trustee verifying the amount of the deposit mentioned in clause (a).

(3) The trustee shall issue a certificate certifying the amount of the deposit of the owner at the request of the owner or the Ministry. R.R.O. 1970, Reg. 81, s. 3.

#### 4.—(1) In this section and in section 5,

- (a) "contract" means a contract whereby an owner sells cemetery supplies or cemetery services to be furnished or supplied upon the death of a person who is alive at the time the sale is made;
- (b) "fund" means preneed assurance fund.

(2) For the purposes of subsection 38 (2) of the Act, the owner shall pay into the fund not less than 65 per cent of the consideration for each sale within one month from the day on which the funds come into his possession. R.R.O. 1970, Reg. 81, s. 4.

5.—(1) The owner shall provide the Minister with a statement of account of the fund in duplicate certified by the owner or, where the owner is a cor-

poration, by two officers of the corporation, quarterly within thirty days of the last days of the months on which the quarters of the owner's fiscal year end in each year, and the statement shall contain figures showing,

- (a) the total value of all contracts entered into,
  - (i) before the 1st day of January, 1966, and
  - (ii) after that date;
- (b) the total value of new contracts entered into during the three-month period;
- (c) the total value of the cemetery supplies and cemetery services furnished or supplied under contracts during the three-month period, showing the payments received,
  - (i) before the 1st day of January, 1966, and
  - (ii) after that date;
- (d) the total amount of money on deposit in the fund at the end of the three-month period, and the name and address of the trustee;
- (e) the total amount of money received under contracts during the three-month period, showing the payments received in respect of contracts entered into,
  - (i) before the 1st day of January, 1966, and
  - (ii) after that date;
- (f) the amount of money to be paid to the owner in accordance with subsection 6 (1); and
- (g) the total amount of money on deposit with the trustee at the end of the three-month period. R.R.O. 1970, Reg. 81, s. 5 (1); O. Reg. 773/78, s. 2.

(2) A statement referred to in subsection (1) shall be in Form 1. R.R.O. 1970, Reg. 81, s. 5 (2).

6.—(1) The trustee shall pay to the owner,

- (a) 50 per cent of the value referred to in clause 5 (1) (c) for which the payment was made before the 1st day of January, 1966; and
- (b) 65 per cent of the value referred to in clause 5 (1) (c) for which the payment was made after that date,

when so directed by the Minister.

(2) The Minister shall issue the direction mentioned in subsection (1) where the owner submits,

- (a) the statement of account referred to in subsection 5 (1); and
- (b) a certificate of the trustee verifying the amount of the deposit mentioned in subsec-

tion 5 (1). R.R.O. 1970, Reg. 81, s. 6, revised.

#### 7. Within six months of the end of,

- (a) each calendar year; or
- (b) his fiscal year,

the owner shall provide the Minister with a certificate signed by a public accountant licensed under the *Public Accountancy Act* certifying that the amounts as reported in accordance with section 5 are correct and that the amount on deposit with the trustee is at least equal to,

- (c) 50 per cent of the total amount received before the 1st day of January, 1966; and
- (d) 65 per cent of the total amount received after that date,

under contracts that have not been fulfilled. R.R.O. 1970, Reg. 81, s. 7.

8. Where a lot is sold or reserved or transferred without charge, the owner shall set aside in trust for perpetual care an amount that is at least the greater of,

- (a) in the case of a grave for burial of an adult, 35 per cent of all money received for the grave or \$35;
- (b) in the case of a grave for burial of a child or cremated remains, 35 per cent of all money received for the grave or an amount calculated by multiplying \$36 by the proportion that the area of the grave is of twenty-four square feet;
- (c) in the case of a crypt in a mausoleum other than a private family mausoleum, 20 per cent of all money received for the crypt or \$100;
- (d) in the case of a niche or compartment in a columbarium, 10 per cent of all money received for the niche or compartment or \$10; and
- (e) in the case of a private family mausoleum,

- (i) 20 per cent of two-thirds of the purchase price of the building and the cemetery lots on which it stands,

- (ii) \$500 per crypt, or

- (iii) \$4,000. O. Reg. 773/78, s. 3.

9.—(1) Where the owner of a cemetery is a religious organization that,

- (a) owns or operates three or more cemeteries that have been duly approved under section 9 of the Act;
- (b) is responsible for the maintenance and operation of those cemeteries; and

- (c) invests its perpetual care funds under the direction of its executive committee,

the cemetery is exempt from the application of section 27 of the Act.

(2) A cemetery owned by,

- (a) a municipality where the perpetual care funds are invested by the Treasurer of the municipality under the direction of the municipal council; or
- (b) the Trustees of the Toronto General Burying Grounds,

is exempt from the application of section 27 of the Act. R.R.O. 1970, Reg. 81, s. 9.

**10.** A cemetery owned by the Trustees of the Toronto General Burying Grounds is exempt from the application of section 28 of the Act. R.R.O. 1970, Reg. 81, s. 10.

**11.—(1)** A cemetery, mausoleum or columbarium owned by,

- (a) a municipality where the perpetual care funds are invested by the Treasurer of the municipality under the direction of the municipal council;
- (b) the Trustees of the Toronto General Burying Grounds; or
- (c) a religious organization that,
  - (i) owns or operates three or more cemeteries, mausolea or columbaria under section 9 of the Act,
  - (ii) is responsible for the maintenance and operation of those cemeteries, mausolea or columbaria, and
  - (iii) invests its perpetual care funds under the direction of its executive committee,

is exempt from the application of section 29 of the Act. R.R.O. 1970, Reg. 81, s. 11 (1).

(2) Except where the Ministry is of the opinion that the owner or trustee of a perpetual care fund has contravened any provision of the Act or the regulations, and subject to subsection (6), every owner of a cemetery, mausoleum or columbarium operated in compliance with the Act and the regulations and every trustee is exempt from the application of section 29 of the Act where accounts

in a form acceptable to the Ministry have been received by the Ministry not more than six months after the closing date of the accounts and have been examined, audited and approved by the Ministry.

(3) The Ministry may in writing continue an exemption under subsection (2) so long as the owner or trustee submits his accounts at intervals not exceeding three years and six months from the closing date of the period covered by the last approval of the accounts.

(4) On an examination and audit of accounts referred to in subsection (2) or (3), the Ministry may require the submission of additional accounts for any time period and an owner or trustee shall make full disclosure of all matters relating to the perpetual care funds and the income therefrom.

(5) The Ministry may in writing extend the periods of time prescribed in subsections (2) and (3) by not more than twelve months in each case.

(6) When twenty-five or more owners of lots in a cemetery exempted under subsection (1), (2) or (3) petition the Minister in writing to remove the exemption, the Minister may withdraw the exemption for such period of time as he considers proper. O. Reg. 773/78, s. 4.

**12.—(1)** Every owner shall file annually with the Ministry a return in Form 2, certified by the owner or, where the owner is a corporation, by two officers of the corporation, within three months of the end of,

- (a) each calendar year; or
- (b) his fiscal year.

(2) Within six months of the end of,

- (a) each calendar year; or
- (b) his fiscal year,

every owner of a cemetery, mausoleum or columbarium operated for gain or profit, shall provide the Ministry with a certificate signed by a public accountant licensed under the *Public Accountancy Act*, certifying that the amounts as reported in the annual return are correct. R.R.O. 1970, Reg. 81, s. 12.

**13.** The provisions of the Act and this Regulation with respect to perpetual care funds and pre-ned assurance funds shall apply with necessary modifications to a person who does not own a cemetery, but who sells or offers for sale cemetery lots or cemet-

ery supplies and services. R.R.O. 1970, Reg. 81, s. 13.

14. Every owner of a cemetery operated for gain or profit shall file annually with the Ministry an audited financial statement signed by a public accountant licensed under the *Public Accountancy Act* in respect of the operation of the cemetery during the preceding financial year. R.R.O. 1970, Reg. 81, s. 14.

15.—(1) After providing for the preservation and maintenance in a proper manner in perpetuity of the cemetery, mausoleum or columbarium as prescribed by subsection 24 (4) of the Act, an owner may use any remaining income from his perpetual care trust funds to preserve and maintain tombs, monuments, enclosures and fences, walks, roads, drains, waterworks and water courses and buildings used exclusively for burial purposes as are shown on the plans of the cemetery, mausoleum or columbarium approved by the Ministry.

(2) The cost of maintenance of a cemetery, mausoleum or columbarium,

(a) includes all wages and benefits paid to workers who are directly engaged in maintenance and the supervision of maintenance but does not include benefits, wages or salaries paid to salesmen or office personnel or for opening and closing graves or crypts; and

(b) includes supplies and materials used strictly for the maintenance of lots and the repair of tools and equipment used only for such maintenance, but does not include the cost of purchasing equipment or a depreciation in its value.

(3) An owner may out of the income from his perpetual care trust funds pay compensation to a trustee but shall not pay accounting, auditing or office expenses or any other compensation out of such income.

(4) An owner of more than one cemetery may apply income from the perpetual care fund of a cemetery towards the perpetual care of another cemetery that he owns if the first-mentioned cemetery is being properly maintained without using all the income from its perpetual care fund and the income from the perpetual care fund established for the other cemetery is insufficient to maintain it. O. Reg. 773/78, s. 5.

16. The cemetery owned by the Nashville Cemetery Company Limited and situated in Lot 24, Concession IX, in the Township of Vaughan in the County of York, as it existed on the 31st day of December,

1970, is exempt from the application of section 29 of the Act. R.R.O. 1970, Reg. 81, s. 16.

17. St. Felician Sisters Cemetery in the Township of Toronto in the County of Peel, as it existed on the 31st day of December, 1967, more particularly described in Schedule 1, is exempt from subsections 24 (1) and (2) of the Act. R.R.O. 1970, Reg. 81, s. 17.

18. St. Bernard's Cemetery, comprising part of Lot 20, Concession II west of Yonge Street in the City of North York in The Municipality of Metropolitan Toronto is exempt from the application of subsections 24 (1) and (2) of the Act. R.R.O. 1970, Reg. 81, s. 18.

19. The mausoleum owned by the Municipal Corporation of the City of Hamilton and located on the premises of the Stoney Creek Cemetery in the Township of Saltfleet in the County of Wentworth as it existed on the 31st day of December, 1973 is exempt from the application of section 24 of the Act. R.R.O. 1970, Reg. 81, s. 19.

20. The cemetery owned by The Society of St. John the Evangelist in Canada, comprising lots 5 and 6 on the south side of Cedar Street, in the Town of Bracebridge, in The District Municipality of Muskoka, is exempt from the application of section 24 of the Act. R.R.O. 1970, Reg. 81, s. 20.

21. The Metropolitan Toronto and Region Conservation Authority, McMichael Conservation Area, in the Township of Vaughan in the County of York, as it existed on the 31st day of December, 1970, more particularly described in Schedule 2, is exempt from subsections 24 (1) and (2) of the Act. R.R.O. 1970, Reg. 81, s. 21.

22. The cemetery owned by the trustees of Bethesda Cemetery Board, Moorefield, comprising part of Lot 9, in Concession 10 in the Township of Maryborough in the County of Wellington, is exempt from the application of section 47 of the Act. R.R.O. 1970, Reg. 81, s. 22.

23. The following cemeteries are exempt from the application of subsections 24 (1) and (2) of the Act:

1. Amish Mennonite (Aylmer) Cemetery, part of Lot 25 in Concession 8 in the Township of Malahide in the County of Elgin.
2. Maple Dell Cemetery of the Norwich Amish Mennonite Church, part of Lot 21 in Concession 6 in the Township of Norwich in the County of Oxford, formerly in the Township of North Norwich.
3. Mount Elgin District Amish Mennonite Cemetery, part of Lot 25 in Concession 5 in the Township of South West Oxford in the County of Oxford, formerly in the Township of Dereham.

4. East Nissouri Amish Mennonite Cemetery, part of Lot 27 in Concession 9 in the Township of Zorra in the County of Oxford, formerly in the Township of East Nissouri.
5. Amish Mennonite Cemetery, part of Lot 4 in Concession 7 in the Township of Mornington in the County of Perth.
6. Fairhaven Mennonite Cemetery, part of Lot 15 in Concession 9 in the Township of Mornington in the County of Perth.
7. Mornington Amish Mennonite Cemetery, part of Lot 24 in Concession 2 in the Township of Mornington in the County of Perth.
8. Brotherston Mennonite Church Cemetery, part of Lot 43 in Concession 7 in the Township of Wallace in the County of Perth.
9. Weaverland Mennonite Cemetery, part of Lot 2 in Concession 12 in the Township of Wellesley, Western Section in The Regional Municipality of Waterloo.
10. Amish Mennonite Cemetery, part of Lot 3 in Concession 6 in the Township of Wellesley, Western Section in The Regional Municipality of Waterloo.
11. Orthodox Mennonite Cemetery, part of Lot 6 in Concession 14 in the Township of Wellesley, Eastern Section in The Regional Municipality of Waterloo.
12. Martins Mennonite Cemetery, part of Lot 9 in the German Company Tract in the City of Waterloo in The Regional Municipality of Waterloo, formerly in the Township of Waterloo.
13. Cedar Grove Amish Mennonite Cemetery, part of Lot 12 in Concession 3 in the Township of Wellesley, Western Section in The Regional Municipality of Waterloo.
14. Linwood Mennonite Cemetery, part of Lot 12 in Concession 10 in the Township of Wellesley, Western Section in The Regional Municipality of Waterloo.
15. Winterbourne Mennonite Cemetery, part of Lot 2 in Broken Front Concession East of the Grand River in Crooks Tract in the Township of Woolwich in The Regional Municipality of Waterloo.
16. Conestoga Mennonite Cemetery, part of Lot 39 in the German Company Tract in the Township of Woolwich in The Regional Municipality of Waterloo.
17. West Montrose Mennonite Cemetery, part of Lot 72 in the German Company Tract in the Township of Woolwich in The Regional Municipality of Waterloo.
18. North Woolwich Mennonite Cemetery, part of Lot 99 in the German Company Tract in the Township of Woolwich in The Regional Municipality of Waterloo.
19. Elmira Mennonite Cemetery, part of Lot 104 in the German Company Tract in the Township of Woolwich in The Regional Municipality of Waterloo.
20. Mount Forest Mennonite Cemetery, part of Lot 2 in Concession 7 in the Township of Arthur in the County of Wellington.
21. Goshen Mennonite Cemetery, part of Lot 9 in Concession 7 in the Township of Peel in the County of Wellington.
22. Olivet Mennonite Cemetery, part of Lot 12 in Concession 5 in the Township of Peel in the County of Wellington.
23. Alma Mennonite Cemetery, part of Lot 21 in Concession 14 in the Township of Peel in the County of Wellington.
24. South Peel Mennonite Cemetery, part of Lot 16 in Concession 1 in the Township of Peel in the County of Wellington.
25. Farewell Old Order Mennonite Cemetery, part of the south half of Lot 14 in Concession 10 in the Township of Arthur in the County of Wellington. O. Reg. 130/77, s. 1; O. Reg. 418/77, s. 1; O. Reg. 58/80, s. 1.

#### Schedule 1

In the Township of Toronto Gore, in the County of Peel, as it existed on the 31st day of December, 1973, and being composed of Part of Lot 10 in the 3rd Range of the Credit Indian Reserve in the said Township, which said parcel is more particularly described as follows:

Premising that the northerly limit of the Mississauga Road, formerly known as the Streetsville Gravel Road, has a bearing of north 54° 44' east, and relating all bearings herein thereto;

Beginning at a point where an iron pipe is planted in the interior of said Lot 10, which said point is located as follows: Beginning at a point in the northerly limit of the Mississauga Road where it is intersected by the limit between the said Lot 10 and Lot 11 in the said 3rd Range of the Credit Indian Reserve; thence north 54° 44' east along said northerly limit, 671 feet 7 inches to a point where an iron pipe is planted; thence north 68° 10' west, along the southwesterly

limit of the lands of the Felician Sisters, 374 feet 2 inches to a point; thence north 2° 14' 20" east, 92 feet 6 inches to a point where an iron pipe is planted, which said point is the place of beginning; thence north 2° 14' 20" east, 66 feet 1½ inches to the beginning of a curve to the right of radius 60 feet; thence following along said curve to the right, 55 feet 8¼ inches, the chord equivalent being 53 feet 8½ inches, to a point marking the end of said curve; thence north 55° 25' east, 138 feet 7¼ inches to a point where an iron pipe is planted; thence north 69° 18' 40" west, 136 feet 6 inches to a point where an iron pipe is planted; thence south 31° 27' 30" west, 234 feet 7½ inches to a point where an iron pipe is planted; thence south 69° 38' 20" east, 114 feet 9 inches to the place of beginning. R.R.O. 1970, Reg. 81, Sched. 1.

Schedule 2

In the Township of Vaughan, in the County of York, as it existed on the 31st day of December, 1970, and containing by admeasurement an area of 0.129 acre, be the same more or less, and

being composed of Part of Lot 23 in Concession 8 in the said Township, the limits of which said parcel of land may be more particularly described as follows:

Premising that all bearings shown herein are astronomical in origin and are referred to the meridian passing through the northwesterly angle of a Plan registered in the Registry Office for the Registry Division of Toronto Boroughs and York South (No. 64) as Number 6087:

Beginning at a survey monument marking the northeasterly angle of Lot 142 as shown on the said Registered Plan 6087; thence north 60° 18' 50" west, a distance of 324.50 feet to a survey monument at the place of beginning; thence north 86° 14' 30" west, a distance of 75 feet to a survey monument; thence north 03° 45' 30" east, a distance of 75 feet to a survey monument; thence south 86° 14' 30" east, a distance of 75 feet to a survey monument; thence south 03° 45' 30" west, a distance of 75 feet to the place of beginning. R.R.O. 1970, Reg. 81, Sched. 2.

Form 1

Cemeteries Act

STATEMENT OF ACCOUNT OF PRENEED ASSURANCE FUND

FOR THREE-MONTH PERIOD ENDING DAY OF , 19

Name of Owner (Corporation, Partnership, Individual).....

Postal Address.....

Name of Cemetery.....

Mausoleum.....

Columbarium.....

Location:.....  
(Municipality and County, etc. or District)

PART 1—CONTRACTS

1. Total value of all preneed contracts in force at the end of the three-month period,

    i. entered into before the 1st day of January, 1966..... \$.....

    ii. entered into after the 1st day of January, 1966..... \$.....

2. Total value of new preneed contracts entered into during the three-month period..... \$.....

3. Add 1 and 2..... \$.....

4. Total contract value of sales prices of cemetery supplies and cemetery services furnished or supplied during the three-month period,

- i. on contracts entered into before the 1st day of January, 1966 . . . . . \$
- ii. on contracts entered into after the 1st day of January, 1966 . . . . . \$
5. Total sales value of all preneed contracts in force at the end of this period  
(deduct 4 from 3) . . . . . \$
- Owner's fiscal period ends . . . . .

## PART 2—TRUST ACCOUNT

Name of Trustee . . . . .

Postal Address . . . . .

6. Total amount on deposit in preneed assurance fund at the end of the preceding three-month period . . . . . \$
7. Total amount received under contracts during the three-month period,
- i. on contracts entered into before the 1st day of January, 1966 . . . . . \$
- ii. on contracts entered into after the 1st day of January, 1966 . . . . . \$
8. Add,
- i. 50 per cent of the amount shown in subparagraph i of paragraph 7 . . . . . \$
- ii. 65 per cent of the amount shown in subparagraph ii of paragraph 7 . . . . . \$
9. Add 6 and 8 . . . . . \$
10. Deduct from the total amount shown in paragraph 9,
- i. 50 per cent of the amount shown in subparagraph i of paragraph 4 . . . . . \$
- ii. 65 per cent of the amount shown in subparagraph ii of paragraph 4 . . . . . \$
- (Total Trust Account) \$
11. Total amount on deposit with the Trustee at end of the three-month period . . . . . \$

(NOTE: if there is a variation in the figures shown in 10 and 11, attach explanation).

## 12. CERTIFICATE:

I (we) certify that to the best of my (our) knowledge and belief the above statements are true and correct and are in agreement with the records of the cemetery (mausoleum, columbarium) with respect to the preneed assurance fund and are in accordance with the regulations under the *Cemeteries Act*.

.....  
(owner)

.....  
(secretary-treasurer)

.....  
(President or Vice-President)

Date . . . . . 19 . . . . .

Form 2

Cemeteries Act

ANNUAL RETURN ON THE RECEIPT AND INVESTMENT  
OF PERPETUAL CARE FUNDS

CEMETERY OWNER MUST SEND ONE COMPLETED COPY OF THIS FORM TO THE  
CEMETERIES BRANCH OF THE MINISTRY OF CONSUMER AND COMMERCIAL  
RELATIONS ANNUALLY WITHIN THREE MONTHS OF THE END OF HIS FISCAL  
YEAR

Name of Cemetery.....

Location.....  
(Municipality and County, District, etc.)

Name of Owner.....

Postal Address.....

Who holds perpetual care assets in trust?      Public Trustee    ☐    or

Name of Trust Company.....

Postal Address.....

Please answer all of the following questions and insert amounts where required. Owner must be able to verify the amounts shown from his records on an inspection or supply copies of his accounts upon request. Owners of more than one cemetery may file one return for all cemeteries if a list is attached showing details for each cemetery.

This return covers the period from....., 19....  
to....., 19....

1. What amount of the perpetual care portion of lot sales did you still hold at the end  
of the period last year?..... \$.....
2. What was the total amount received from all sales of plots in this year?.. \$.....
3. What was the total amount of perpetual care included in 2?..... \$.....
4. What was the total amount of perpetual care received:  
    (a) from the sale of wooden boxes?..... \$.....  
    (b) for lots sold before 1955?..... \$.....  
    (c) from bequests or other sources?..... \$.....
5. Add 1., 3. and 4..... \$.....
6. What was the total amount of perpetual care refunded or transferred out?..... \$.....
7. Subtract 6. from 5..... \$.....
8. What amount had you sent to the trustee at the end of this period?..... \$.....

9. Subtract 8. from 7. AMOUNT YOU OWED TRUSTEE AT END OF PERIOD..... \$

HAS THIS AMOUNT BEEN SENT YET?      YES ☐      NO ☐ .....

10. What amount had trustee received for all years to end of period last year?..... \$.....

11. Amount sent to the trustee in this period from 8.? ..... \$\_\_\_\_\_

12. Add 10. and 11. AT END OF PERIOD .....	AMOUNT HELD BY TRUSTEE \$ .....
---	------------------------------------

13. Total income received from trustee in this period?..... \$.....

14. Total amount of 13. spent on perpetual care? ..... \$\_\_\_\_\_

15. Subtract 14. from 13. BALANCE OF INCOME NOT SPENT..... \$=====

16. How much of 14. is made up of wages paid to workmen? ..... \$=====

17. What is the area you are maintaining? \_\_\_\_\_

CERTIFICATE:

I (we) certify that to the best of my (our) knowledge and belief the above statements are true and correct and are in agreement with the records of the cemetery with respect to perpetual care funds and are in accordance with the regulations under the *Cemeteries Act*.

.....  
(owner)

DATE ..... (Secretary-Treasurer)

NAME OF AUDITORS.....

ADDRESS OF AUDITORS.....

(President or Vice-President)



## REGULATION 92

under the Centennial Centre of Science and Technology Act

### FEES

#### INTERPRETATION

1. In this Regulation,

- (a) "adult" means a person eighteen years of age or over;
- (b) "child" means a person under the age of thirteen years;
- (c) "family" means either a father or mother or both plus one or more of their sons or daughters under eighteen years of age;
- (d) "senior citizen" means a person sixty-five years of age or over;
- (e) "student" means,
  - (i) a person who is at least thirteen years of age but who has not yet attained the age of eighteen, or
  - (ii) a person eighteen years of age or over who is in full-time attendance

at an educational institution in Canada and is in possession of a student registration card for the current academic year. O. Reg. 645/77, s. 1.

2. The fee for entrance to the centre is,

- (a) for each adult, \$2.00;
- (b) for each child, 50 cents;
- (c) for each student, \$1.00;
- (d) for each senior citizen, no charge; and
- (e) for each family, \$4.00. O. Reg. 1003/78, s. 1.

3. The fee for parking at the Centre is,

- (a) for a vehicle that occupies one parking space, \$1.00; and
- (b) for a vehicle that occupies more than one parking space, \$2.00. O. Reg. 645/77, s. 3.



## REGULATION 93

### under the Certification of Titles Act

#### GENERAL

#### 1. In this Regulation,

- (a) "adjoining land" means land immediately adjacent to the subject land;
- (b) "application" means an application for a certificate of title under section 4 of the Act;
- (c) "subject land" means the land in respect of which an application is made. O. Reg. 994/80, s. 1.

2.—(1) An application shall be in Form 1 and shall be submitted to the Director together with,

- (a) an affidavit by each applicant in Form 2 but, where an applicant is a corporation, the affidavit shall be sworn by an officer of the applicant or the solicitor for the applicant;
- (b) a typewritten abstract of the title to the subject land, prepared by a solicitor in accordance with good conveyancing practice and containing, with respect to each registered instrument or deposited document,
  - (i) the registration number or deposit number of the instrument or document,
  - (ii) the nature of the instrument or document,
  - (iii) the date of the instrument or document,
  - (iv) the date of registration or deposit,
  - (v) a full description of the parties named in the instrument or document, the relationship between them, where given, and the nature of their tenure,
  - (vi) a full description of the land, including any easement or other right to which the land is subject or that is appurtenant to the land with which the instrument or document purports to deal, or a reference to an identical description previously set out in full,
  - (vii) particulars in respect of each encumbrance,
  - (viii) the particulars of every claim, interest or omission that may adversely affect the title, and
- (ix) in the case of a mortgage, the address for service of the mortgagee or his assignee;
- (c) a typewritten statement prepared by a solicitor with respect to all adjoining land containing,
  - (i) the name and address for service of every owner and mortgagee or chargee of adjoining land and the particulars of registration of the instrument by which such interest of the owner, mortgagee or chargee was acquired, together with a full description of the adjoining land as set out in the instrument,
  - (ii) the particulars of registration of every instrument registered against adjoining land that purports to create an easement or right affecting the subject land, and
  - (iii) evidence as to common ownership, if any, of the subject land and of the adjoining land or any part thereof since the 15th day of June, 1967 and, where applicable, evidence that the *Planning Act* has been complied with in respect of any severance;
- (d) a certificate of the solicitor in Form 3;
- (e) a draft reference plan of survey and a certificate, in Form 4, of the Ontario land surveyor who prepared the draft reference plan of survey; and
- (f) a sheriff's certificate with respect to writs of execution against the applicant and all previous owners appearing on the solicitor's abstract of title.

(2) Where the Director considers that additional information or material is necessary to complete his examination, he may require the applicant to submit the information or material to him.

(3) Where distances in descriptions of land referred to in subclause (1) (b) (vi) and subclause (1) (c) (i) are given other than in feet or metres or decimals thereof, their equivalents in feet or metres or decimals thereof, whichever is appropriate having regard to the plan referred to in clause (1) (e), shall be noted in parentheses beside the given values. O. Reg. 994/80, s. 2.

3. Upon the filing of the application, the Director shall cause a notice of the application to be registered in the proper land registry office. O. Reg. 994/80, s. 3.

4.—(1) Notice of the application shall be given by the Director, or by the applicant, with the written consent of the Director, to every owner and every mortgagee of adjoining land and to any other person who the Director may specify.

(2) The notice of application shall be in Form 5.

(3) Any notice required to be given under subsection (1) may be served by registered mail, as set out in subsection 5 (1) of the Act, or by personal service.

(4) In addition to the notices required by subsection (1), the Director or the applicant, with the written consent of the Director, may give notice by publication of the notice of application in one or more newspapers.

(5) A notice is not required to be served on the applicant in his capacity as owner, mortgagee or chargee of adjoining lands.

(6) A consent under subsection 5 (2) of the Act shall be in Form 6. O. Reg. 994/80, s. 4.

5. A statement of claim filed under subsection 6 (1) of the Act shall state the claimant's address for service and the claimant shall serve a copy of the statement of claim and the affidavit on the applicant. O. Reg. 994/80, s. 5.

6.—(1) Subject to section 8 of the Act, an applicant may withdraw his application at any time.

(2) Where proceedings on an application have been discontinued for a period of at least six months, the Director may notify the applicant that his application will be treated as abandoned if the applicant does not respond as required within thirty days, and section 8 of the Act applies to any such abandoned application.

(3) Where an application is withdrawn, abandoned, or dismissed after the registration in the land registry office of the notice of application, the Director shall register a notice of discontinuance in Form 7 in the land registry office. O. Reg. 994/80, s. 6.

7.—(1) A certificate of title issued under section 9 of the Act shall be in Form 8.

(2) The Director shall provide a copy of the registered certificate of title to the owner. O. Reg. 994/80, s. 7.

8. Where it appears to the Director that an error has been made in a certificate of title, and the error is a clerical error or a misdescription that does not affect the extent of land in the certificate, he may make an order correcting the error, which order shall be registered in the land registry office. O. Reg. 994/80, s. 8.

9.—(1) A bond to indemnify the assurance fund against loss under subsection 12 (8) of the Act shall be in Form 9.

(2) A covenant to indemnify the assurance fund against loss under subsection 12 (8) of the Act shall be in Form 10.

(3) A direction to pay money into court to the credit of the assurance fund under subsection 12 (9) of the Act shall be in Form 11.

(4) An application for payment of compensation out of the assurance fund under subsection 13 (4) of the Act shall be in Form 12.

(5) A notice of determination referred to in subsection 13 (7) of the Act shall be in Form 13. O. Reg. 994/80, s. 9.

(6) A certificate of the Director under subsection 13 (9) of the Act shall be in Form 14. O. Reg. 995/80, s. 1.

10. Sections 1 to 28 of Regulation 898 of Revised Regulations of Ontario, 1980 apply, with necessary modifications, to plans made for the purposes of the Act. O. Reg. 994/80, s. 10.

11.—(1) The fee for an application for a certificate of title is \$750.

(2) Where the fee chargeable under subsection (1) is in the opinion of the Director, having regard to the value of the land and to the nature of the applicant's title, unduly excessive, the Director may fix a lesser fee.

(3) Where the titles of parts of the land included in the application are substantially different, the Director may require the fee under subsection (1) to be paid in respect of each part.

(4) Where an application is withdrawn, abandoned, dismissed or refused, the applicant may apply for a refund of any fee paid in respect of the application, and in determining the amount of the refund, if any, regard shall be had to the stage the application has reached.

(5) Where the disbursements of the Director in respect of an application exceed \$50, the Director may require payment of the excess. O. Reg. 994/80, s. 11.

## Form 1

### *Certification of Titles Act*

#### APPLICATION FOR CERTIFICATE OF TITLE

To: The Director of Titles:

.....  
(name of applicant)

(herein called "the applicant") hereby applies to have the title to the land described below certified in the name of the applicant under the *Certification of Titles Act*.

Description of Land .....  
.....

(set out full legal description of the land)  
.....  
.....

Dated at ..... this ..... day of .....  
19....

.....  
(signature of applicant  
or solicitor)

Address of applicant:  
.....

Name and address of  
applicant's solicitor:  
.....

Address for service on applicant:  
.....

O. Reg. 994/80, Form 1.

Form 2

Certification of Titles Act

AFFIDAVIT OF APPLICANT

IN THE MATTER OF (insert brief description of subject  
land) .....  
.....

I, ..... of .....  
make oath and say that:

1. I am the applicant (or one of the applicants or the  
solicitor for or one of the officers of the corporate  
applicant or of one of the corporate applicants) and  
as such have personal knowledge of the matters set  
out in this affidavit.
2. Attached hereto and marked as Exhibit "A" to this  
affidavit is a paper print of the draft reference plan  
of survey filed with my application on which,  
  
designated as PART(S) .....  
(insert PART number (s) )

is shown the land that is the subject of my/our (or,  
as the case may be) application for a Certificate of  
Title.

3. There is no lease, mortgage, lien or other encum-  
brance affecting the title to the land (except, specify  
every lease, mortgage, lien or other encumbrance).
4. I am not aware of any person having any claim to  
or interest in the land or any part thereof adverse to  
or inconsistent with my/our (or, as the case may be)  
claim (except, specify every adverse claim or  
interest).
5. I am (or as the case may be) in actual occupation of  
the land (or state whether a tenant or other person  
is in occupation and if the tenancy is under an  
unregistered lease or other instrument, produce it,  
and if no person is in actual occupation, so state).
6. To the best of my knowledge and belief the market  
  
value of the land including buildings is \$ .....
7. (Where the claim of the applicant is based on length  
of adverse possession, give full details of such  
claim).

Sworn before me at the

..... of

in the .....

of .....

this ..... day of

....., 19....

.....  
A Commissioner, etc. (Signature)

O. Reg. 994/80, Form 2.

Form 3

Certification of Titles Act

CERTIFICATE OF SOLICITOR

THIS IS TO CERTIFY THAT I have investigated the title  
of the applicant ..... and I  
(insert name of applicant)

believe the applicant is entitled as of 4.30 p.m. on  
....., 19.... to be certified as owner of

.....  
(insert brief description of land under application)

being the land described in the application,

SUBJECT ONLY to the following encumbrances:

.....

.....

*(insert particulars in respect of each encumbrance)*

AND SUBJECT only to the following claims, interests, and omissions which may adversely affect the title of the applicant .....

.....

*(set out particulars of every claim, interest or omission)*

AND I FURTHER CERTIFY THAT I have conferred with the said applicant on the matters set forth in the affidavit of the applicant filed in support of the application, and I believe that the statements of the applicant as set out in the application are true.

AND I FURTHER CERTIFY THAT the typewritten abstract of title and typewritten statement with respect to all adjoining land submitted in support of the application were prepared in accordance with good conveyancing practice and the Regulations made under the *Certification of Titles Act*.

*(Where the applicant's title is based on length of adverse possession, this certificate should be amended accordingly)*

Dated at ....., this .... day of.....,

19....

.....

*(signature of solicitor)*

O. Reg. 994/80, Form 3.

Form 4

*Certification of Titles Act*

CERTIFICATE OF SURVEYOR

IN THE MATTER OF an application by .....

.....

for a certificate of title under the *Certification of Titles Act* to *(insert brief description of land under application)* .....

I, .....

an Ontario Land Surveyor, certify as follows:

1. That, at the time of making the survey for the plan, (a print of which is attached hereto), I examined the land and found,
- (a) no evidence of any easement affecting the land of the applicant (except, *specify*);

- (b) no monument, fence, building or other structure, or fixture which would indicate that any person other than the applicant has any right in any part of the land (except, *specify*); and
- (c) that ..... (and) ..... (was/were) in actual occupation of the land.

2. That every matter referred to in clauses (a) and (b) of paragraph 1 has been illustrated on the said plan.

Dated at ....., this .... day of .....,

19....

.....

*(signature of Ontario Land Surveyor)*

NOTE: *The surveyor who signs this certificate must also sign the print referred to in paragraph 1 of this certificate and indicate on the print the date on which he signed the certificate.*

O. Reg. 994/80, Form 4.

Form 5

*Certification of Titles Act*

NOTICE OF APPLICATION

(Re: Application No. ....)

TAKE NOTICE THAT .....

(name of applicant)

has (have) made an application for a Certificate of Title of certain land in the .....

of .....

described as follows: .....

AND TAKE NOTICE THAT any person claiming to have any title to or interest in the said land or any part thereof (other than an interest protected by registration)\* is required, on or before the .... day of ....., 19..., to file a statement of his claim, verified by affidavit, in my office at .....and to serve a copy thereof on the applicant.

The address of the applicant for service is .....

.....

*(Where appropriate, insert the following paragraph with such modifications as may be necessary)*

This Notice is served upon you because you appear to be the ..... of the land adjoining to the ....., of the land under application.

Dated at ....., this .... day of ....., 19....

.....  
Director of Titles

To: .....  
(where applicable)

*\*NOTE: Delete the words in the brackets where the application is based on adverse possession.*

O. Reg. 994/80, Form 5.

Form 6

*Certification of Titles Act*

CONSENT AND WAIVER OF NOTICE

(Re: Application No. ....)

I, ....., being the registered owner (or a mortgagee or chargee) of land adjoining the land shown

as PART(S) ..... on the attached print of a draft reference plan of survey hereby consent to the application made by (name of applicant) for a Certificate of Title under the *Certification of Titles Act* of the

land shown on the said plan as PART(S) .....

And I hereby waive my right to a Notice of that Application.

Dated at ....., this .... day of ....., 19....

.....  
(Witness)

.....  
(signature of registered owner, mortgagee or chargee as the case may be)

*NOTE: The party executing this Consent and Waiver of Notice must sign the attached print of the draft reference plan of survey and indicate on the print the date on which he signed the Consent and Waiver of Notice. This Consent and Waiver of Notice will cease to be valid if the draft reference plan of survey is later amended so as to change the boundary between the land under application and the land of the party executing this Consent and Waiver of Notice.*

AFFIDAVIT OF SUBSCRIBING WITNESS

I, .....  
of the .....

of .....  
in the .....

of ..... make oath and say:

I am a subscribing witness to the attached Consent and Waiver of Notice and I was present and saw it executed

at .....

by .....

Sworn before me at the

..... of

in the .....

of .....

this ..... day of

..... 19....

.....  
A Commissioner, etc. (signature)

*NOTE: If the Consent and Waiver of Notice has been executed by a Corporation under seal, this affidavit is not required but the print of the plan must be identified by the signature(s) of the officer(s) of the corporation who signed this form.*

O. Reg. 994/80, Form 6.

Form 7

*Certification of Titles Act*

NOTICE OF DISCONTINUANCE OF APPLICATION

(Application No. ....)

Notice is hereby given that the application under the *Certification of Titles Act* for a Certificate of

Title of the land in the ..... of .....

namely: ..... has been withdrawn (or dismissed, etc.)

And that proceedings under the Act have, therefore, been discontinued.

Dated at ....., this .... day of .....,  
19....

.....  
(Director of Titles)

O. Reg. 994/80, Form 7.

Application No. ....

Form 8

*Certification of Titles Act*

CERTIFICATE OF TITLE

Certificate No. ....

This is to Certify that .....

.....  
(hereinafter referred to as the owner(s) )

at .... o'clock in the .... noon of the .... day of

..... in the year .... (hereinafter referred to as  
the effective date of this Certificate) was/were abso-  
lutely and indefeasibly entitled in fee simple to that

certain parcel or tract of land .....

situated in the .....

and Province of Ontario and being composed of ....

.....  
more particularly described in SCHEDULE A hereto.

SUBJECT ONLY to the exceptions, limitations, qual-  
ifications and reservations set out in SCHEDULE B  
hereto.

AND TO the conditions, covenants, restrictions,  
charges, mortgages, liens and other encumbrances set  
out in SCHEDULE C hereto.

Upon registration, this Certificate is conclusive as of the  
day, hour and minute named herein that the title of the  
owner(s) of the land described herein is absolute and  
indefeasible as regards the Crown and all persons  
whomsoever, subject only to the qualifications men-  
tioned herein.

Dated at Toronto, this .... day of ....., 19....

.....  
Director of Titles

(seal of office)

SCHEDULE A

CERTIFICATE OF TITLE NO. ....

LAND

SCHEDULE B

CERTIFICATE OF TITLE NO. ....

Exceptions, limitations, qualifications and reserva-  
tions:

1. The reservations, if any, contained in the original  
grant from the Crown.
2. Any right of expropriation, access or user or any  
other right conferred, reserved or vested by or  
under any Statute of Canada or Ontario.
3. Any provincial, municipal, or other taxes, charges,  
rates or assessments.
4. Any right under section 42 of the *Power Corpora-  
tion Act*.
5. Any right of the spouse of the owner under Part  
III of the *Family Law Reform Act*.
6. Any claim for mechanics' lien created under the  
*Mechanics' Lien Act* where the time for registra-  
tion had not then expired.
7. Any lease to which subsection 65 (2) of the *Regis-  
try Act* applies.
8. Any claim for lien under section 37 of the *Con-  
veyancing and Law of Property Act*.
9. The absence of title of the person(s) referred to in  
this Certificate as the owner(s) by reason of his  
(their) fraud or forgery, or to which he (they) was  
(were) privy, except in so far as his (their) title is  
necessary to support the title of a purchaser in good  
faith for value who acquired title after the regis-  
tration of this Certificate.

(The items omitted or struck out are not applic-  
able.)

SCHEDULE C

CERTIFICATE OF TITLE NO. ....

Conditions, covenants, restrictions, charges, mort-

gages, liens and other encumbrances: .....

.....

.....

O. Reg. 994/80, Form 8.

Form 9

*Certification of Titles Act*

BOND TO INDEMNIFY ASSURANCE FUND

KNOW ALL MEN by these presents that we, .....

.....

(hereinafter called the Principal) as Principal, and ..

.....

(hereinafter called the Surety) as Surety, are severally held and firmly bound unto Her Majesty in right of Ontario as represented by the Director of Titles, in the penal sum of \$ ..... of lawful money of Canada to be paid to Her Majesty in right of Ontario, her successors and assigns, FOR THE PAYMENT OF WHICH SUM WELL AND TRULY TO BE MADE WE DO BIND OURSELVES and each of us for each of our heirs, executors, successors and assigns and everyone of them firmly by these presents.

Sealed with our seals and dated this .... day of ..... 19....

WHEREAS (*set out the circumstances giving rise to the necessity for the bond*)

.....

.....

The condition of the above-written bond is such that, if the above bounden Principal and Surety shall at all times hereafter keep indemnified Her Majesty in right of Ontario, her successors and assigns, from and against all loss or diminution of the assurance fund under the *Certification of Titles Act*, or established or continued under any other Act of the Province of Ontario against any valid claim that may hereafter be made on account of the circumstances set out above and also against all costs in respect thereof, then the obligation shall be void, otherwise to remain in full force and effect.

Signed, sealed in the presence of

Principal .....

..... Surety .....

.....

O. Reg. 994/80, Form 9.

Form 10

*Certification of Titles Act*

COVENANT TO INDEMNIFY ASSURANCE FUND

This Agreement made the .... day of ....., 19....

BETWEEN:

.....

of .....

— and —

HER MAJESTY THE QUEEN, in right of Ontario,

WHEREAS (*set out the circumstances giving rise to the necessity for the covenant*):

.....

.....

The said .....in consideration of

.....

(*set out benefit to covenantor*)

for himself, his administrators, executors and assigns covenants with Her Majesty in right of Ontario, represented by the Director of Titles, that the said ..... shall keep indemnified Her Majesty in right of Ontario, her successors and assigns, from and against all loss or diminution of the assurance fund under the *Certification of Titles Act*, or established or continued under any other Act of the Province of Ontario, against any valid claim that may hereafter be made on account of the circumstances set out above and also against all costs in respect thereof and will pay such amount as anyone claiming as aforesaid may be adjudged to be entitled to recover in respect of the premises and costs.

IN WITNESS WHEREOF (I, we) have hereunto set (my, our) hands and seal(s).

Signed, Sealed and Delivered in the presence of .....

(*Signature(s)*)

Application No. ....

O. Reg. 994/80, Form 10.

Form 11

*Certification of Titles Act*

DIRECTION FOR PAYMENT TO THE CREDIT  
OF THE CERTIFICATION OF TITLES  
ASSURANCE FUND

SUPREME COURT OF ONTARIO

Application No. ....

To the Canadian Imperial Bank of Commerce, ....,  
Branch, Toronto, Ontario.

Receive from .....

the sum of ..... Dollars and place the same to the  
credit of The Certification of Titles Assurance Fund

Account in respect of .....

Toronto, the .... day of ....., 19....

.....  
(Director of Titles)

\$.....

RECEIPT

Application No. ....

THE CANADIAN IMPERIAL BANK OF  
COMMERCE

Toronto, the .... day of ....., 19....

The Certification of Titles Assurance Fund Account

\$.....

THIS IS TO CERTIFY that.....

has this day paid into this Bank to the credit of this  
account the sum of ..... Dollars in respect of....

.....  
(signature)

O. Reg. 994/80, Form 11.

Form 12

*Certification of Titles Act*

CLAIM FOR COMPENSATION OUT OF THE  
CERTIFICATION OF TITLES ASSURANCE  
FUND

PART I

APPLICATION

IN THE MATTER OF Certificate of Title No. ....

issued to .....

AND IN THE MATTER OF .....(identify land)

To the Director of Titles:

I, (We) .....

apply for payment out of The Certification of Titles

Assurance Fund in the amount of \$ .....

The particulars of my (our) claim are as follows:

.....

.....

.....

.....

.....

Date: .....

.....  
(signature of claimants or his  
(their) solicitor)

Name(s) and Address(es) of claimant(s) .....

.....

If applicable, name and address of solicitor .....

.....

PART II

DECLARATION IN SUPPORT OF APPLICATION

In the Matter of the title to land registered in the Land

Registry Office for the Registry Division of.....

.....described as follows: (insert description of

land) .....

.....

in the name(s) of .....

I (We) .....,  
solemnly declare that the statements made in my (our)  
application for compensation out of The Certification of  
Titles Assurance Fund in respect of the above-men-  
tioned land are true, and I (we) make this solemn decla-  
ration conscientiously believing it to be true, and  
knowing that it is of the same force and effect as if made  
under oath.

Declared before me

at the ..... of .....

in the ..... of .....

this .... day of ....., 19...

.....  
A Commissioner, etc.

(signature)

O. Reg. 995/80, s. 2.

### Form 13

#### *Certification of Titles Act*

#### NOTICE OF DETERMINATION OF APPLICATION FOR PAYMENT OF CLAIM

In the Matter of Certificate of Title No. ....

And in the Matter of the Application of .....

for compensation out of The Certification of Titles  
Assurance Fund in respect of

*(brief particulars of claim)*

I hereby determine that:

1. The Certification of Titles Assurance Fund is not liable for payment of compensation to the applicant.

*or*

2. The applicant be paid the sum of \$..... in full satisfaction of his application for compensation.

*(Where costs of proceedings are awarded, add:*

*"and the sum of \$..... being the costs of the proceedings")*

Dated at Toronto this .... day of ....., 19...

.....  
(Director of Titles)

O. Reg. 994/80, Form 13.

### Form 14

#### *Certification of Titles Act*

#### CERTIFICATE OF AMOUNT PAYABLE OUT OF THE CERTIFICATION OF TITLES ASSURANCE FUND

In the Matter of title to land registered in the Land

Registry Office for the Registry Division of .....

.....described as follows: (insert description of  
land) .....

in the name(s) of .....

And In The Matter of the Application .....

.....for compensation out of The  
Certification of Titles Assurance Fund.

Whereas, it was determined by .....  
(the court or the Director

.....  
of Titles, as the case may be)

that the sum of \$..... be paid to .....

....., the applicant(s).

And notice of determination having been sent by mail to

.....the applicant(s) on the .... day

of ....., 19...

And Whereas the time for any appeal has expired.

To the Accountant of the Supreme Court of Ontario:

This is to certify that the sum of \$..... is payable

to ....., the applicant(s).

Dated at Toronto, this .... day of ....., 19...

.....  
Director of Titles

O. Reg. 995/80, s. 3.



## REGULATION 94

under the Change of Name Act

### FEES AND FORMS

#### 1.—(1) The fee upon an application,

(a) is \$15 and an additional \$1 for each person, other than the applicant, included in the application; and

(b) shall be paid to the clerk of the court in which the application is made.

(2) Where the application is granted, the clerk of the court shall, out of the fee paid upon the application,

(a) retain \$10 and an additional 50 cents for each person, other than the applicant, included in the application; and

(b) forward the balance to the Registrar General at Toronto.

(3) Where the application is refused, the clerk of the court shall, out of the fee paid upon the application,

(a) retain \$5; and

(b) return the balance to the applicant. R.R.O. 1970, Reg. 84, s. 1.

2.—(1) A certificate of an order effecting a change of name shall be in Form 1.

(2) The fee for the certificate,

(a) is \$1 and an additional 30 cents a folio for each folio in excess of two; and

(b) shall be paid to the clerk of the court giving the certificate. R.R.O. 1970, Reg. 84, s. 2.

### Form 1

#### *Change of Name Act*

#### CERTIFICATE OF AN ORDER EFFECTING A CHANGE OF NAME

Under the *Change of Name Act* and the regulations,  
I certify that the following is a true copy of an order

made by His Honour Judge. ....

of the ..... County Court of the County  
District District of

.....on the.....day of....., 19....

Dated at.....this....day of....., 19....

.....  
(clerk of the court)

R.R.O. 1970, Reg. 84, Form 1.



# REGULATION 95

## under the Charitable Institutions Act

### GENERAL

#### INTERPRETATION

#### 1. In this Regulation,

- (a) "approved device" means a colostomy or ileostomy set that is prescribed by a physician appointed under section 14 and that is approved by the Director;
- (b) "approved drug and pharmaceutical" means,
  - (i) a drug prescribed by a physician or member of the Royal College of Dental Surgeons of Ontario and approved by the Minister of Health for Ontario, and
  - (ii) a drug and medication listed in Schedules A and B established for the purposes of Part VI of the *Health Disciplines Act* or registered under the *Proprietary or Patent Medicine Act* (Canada), that is not prescribed by a physician or a member of the Royal College of Dental Surgeons of Ontario and that is approved by the Director;
- (c) "architect" means an architect who is a member in good standing of the Ontario Association of Architects;
- (d) "board" means the board of directors of an approved corporation or a charitable institution;
- (e) "Director" means a Director appointed for the purposes of the Act;
- (f) "extended care services" means care and maintenance given to a resident that includes skilled nursing and personal care given by or under the supervision of a registered nurse or, where the Director approves, registered nursing assistant, under the direction of the physician appointed under section 14 for a charitable institution, for a minimum of one and a half hours per day;
- (g) "licensed public accountant" means a public accountant licensed under the *Public Accountancy Act*;
- (h) "physician" means a legally qualified medical practitioner;
- (i) "professional engineer" means a professional engineer who is a member in good standing of the Association of Professional Engineers of the Province of Ontario;
- (j) "registered nurse" means a person who is registered as a nurse under Part IV of the *Health Disciplines Act*;
- (k) "registered nursing assistant" means a person who is registered as a nursing assistant under Part IV of the *Health Disciplines Act*;
- (l) "resident" means a person admitted to and lodged in a charitable institution for whom residential care, extended care services, sheltered, specialized or group care is provided in the institution;
- (m) "residential care" means care and maintenance that is not extended care services given to a resident in a charitable institution. R.R.O. 1970, Reg. 85, s. 1; O. Reg. 72/71, s. 1; O. Reg. 268/72, s. 1; O. Reg. 449/73, s. 1; O. Reg. 387/76, s. 1.

#### APPROVAL AND SPECIFICATION

2. For the purposes of subsection 3 (1) of the Act, the following classes of charitable institutions may be approved by the Minister,

- (a) halfway houses where rehabilitative residential group care may be provided for adult persons;
- (b) homes for the aged in which elderly persons may be cared for;
- (c) homes where residential group care may be provided for handicapped or convalescent adult persons;
- (d) hostels; and
- (e) charitable institutions for miscellaneous purposes. O. Reg. 713/73, s. 1.

### PART I

#### GENERAL

3.—(1) Subject to subsection (2), this Part applies to all corporations and charitable institutions that are approved for the purposes of the Act. R.R.O. 1970, Reg. 85, s. 3 (1).

(2) Except for sections 4, 6, 7, 13, 20, 21, 22 and 23, this Part does not apply to any hostel approved by the Minister under subsection 3 (1) of the Act or to an approved corporation in respect of a hostel that it maintains and operates. O. Reg. 766/79, s. 1.

#### RULES GOVERNING CHARITABLE INSTITUTIONS

4. An approved corporation, if requested by the Minister, shall file with the Minister evidence that the whole or any part of a building or buildings used or to be used as a charitable institution complies with,

- (a) the laws affecting the health of inhabitants of the municipality in which the facility is located;
- (b) any rule, regulation, direction or order of the local board of health and any direction or order of the medical officer of health;
- (c) any by-law of the municipality in which the facility is located or other law for the protection of persons from fire hazards;
- (d) any restricted area, standard of housing or building by-law passed by the municipality in which the facility is located under Part III of the *Planning Act* or any predecessor thereof;
- (e) the requirements of Regulation 87 of Revised Regulations of Ontario, 1980 made under the *Building Code Act*; and
- (f) the requirements of Regulation 794 of Revised Regulations of Ontario, 1980 made under the *Power Corporation Act*. O. Reg. 766/79, s. 2.

5.—(1) In every charitable institution the board shall provide,

- (a) nourishing meals at regular intervals prepared by or under the supervision of a competent person;
- (b) adequate and sanitary supplies of milk and drinking water; and
- (c) sleeping accommodation for each resident with the beds so placed that no bed overlaps a window or radiator and no bed at any point is nearer to any other bed than 76 centimetres.

O. Reg. 766/79, s. 3; O. Reg. 634/80, s. 1 (1).

(2) The board shall ensure that a minimum temperature of 20°C is maintained in the institution from the 1st day of October to the 31st day of May in each year. O. Reg. 634/80, s. 1 (2).

6. In every charitable institution, the board shall ensure that,

- (a) all fire hazards in the institution are eliminated, the institution is inspected at least once a year by an officer authorized to inspect buildings under the *Fire Marshals Act* and the recommendations of the officer are carried out;
- (b) there is adequate protection from radiators or other heating equipment;
- (c) the water supplies are adequate for all normal needs, including those of fire protection;
- (d) the fire protection equipment, including the sprinkler system, fire extinguishers, hose and stand pipe equipment are visually inspected at least once a month and serviced at least once every year by qualified personnel;
- (e) the fire detection and alarm system is inspected at least once a year by qualified fire alarm maintenance personnel, and tested at least once every month;
- (f) at least once a year the heating equipment is serviced by qualified personnel and the chimneys are inspected and cleaned if necessary;
- (g) a written record is kept of inspections and tests of fire equipment, fire drills, the fire detection and alarm system, the heating system, chimneys and smoke detectors;
- (h) the staff and residents are instructed in the method of sounding the alarm system;
- (i) the staff are trained in the proper use of the fire extinguishing equipment;
- (j) a directive setting out the procedures that must be followed and the steps that must be taken by the staff and residents when a fire alarm is given is drawn up and posted in conspicuous places in the institution;
- (k) the staff and residents are instructed in the procedures set out in the directive referred to in clause j and the procedures are practised by staff and residents at least once a month using the fire detection and alarm to initiate the drill;
- (l) where matches are used, only safety matches are issued to the staff and residents;
- (m) an inspection of the building, including the equipment in the kitchen and laundry, is made each night to ensure that there is no danger of fire and that all doors to stairwells, all fire doors and all smoke barrier doors are kept closed;
- (n) adequate supervision is provided at all times for the security of the residents and the institution;

- (o) oxygen is not used or stored in the institution in a pressure vessel;
- (p) combustible rubbish is kept to a minimum;
- (q) all exits are clear and unobstructed at all times;
- (r) combustible draperies, mattresses, carpeting, curtains, decorations and similar materials are suitably treated to render them resistant to the spread of flame and are retreated when necessary;
- (s) receptacles into which electric irons or other small appliances are plugged are equipped with pilot lights that glow when the appliance is plugged in;
- (t) lint traps in the laundry are cleaned out after each use of the equipment;
- (u) flammable liquids and paint supplies are stored in suitable containers in non-combustible cabinets;
- (v) suitable non-combustible ashtrays are provided where smoking is permitted;
- (w) no portable electric heaters are used in the institution that are not in accordance with standards of approval set down by the Canadian Standards Association;
- (x) no vaporizing liquid fire extinguishers are kept or used in the institution; and
- (y) no sprinkler heads, fire or smoke detector heads are painted or otherwise covered with any material or substance that is likely to prevent them from functioning normally. O. Reg. 766/79, s. 4, *part*.

7. A charitable institution located in a municipality that does not have public fire protection shall be provided with a complete automatic sprinkler system that complies with standards prescribed under the *Building Code Act*. O. Reg. 766/79, s. 4, *part*.

8. In every charitable institution the board shall,

- (a) arrange for suitable religious services to be available for all residents;
- (b) provide opportunities for the residents to participate in recreational, rehabilitative and hobby-craft activities; and
- (c) ensure that each resident receives, at all times, care adequate for and consistent with his individual needs. R.R.O. 1970, Reg. 85, s. 8.

#### QUALIFICATIONS, POWERS AND DUTIES OF STAFFS

9.—(1) A board shall appoint a person as administrator of the charitable institution maintained and operated by it who shall be approved by the Minister and shall be responsible to the board for the efficient management and operation of the institution.

(2) Before giving his approval under subsection (1) to the appointment of an administrator of a charitable institution that has been approved as a home for the aged under clause 2 (b), the Minister shall be satisfied that the appointee has served satisfactorily as an administrator of the home for a period of at least six months and has successfully completed a course of instruction that is approved by the Minister.

(3) Each administrator and staff member of a charitable institution shall be a person who,

- (a) is sympathetic to the welfare of the residents;
- (b) has adequate knowledge, understanding and experience to recognize and meet the needs of the residents and the ability to cope with their problems; and
- (c) is of suitable age, health and personality to carry out his duties. O. Reg. 387/76, s. 2, *part*.

10.—(1) The administrator of a charitable institution approved as a home for the aged under clause 2 (b) shall be bonded by a bond of a guarantee company approved under the *Guarantee Companies Securities Act* in an amount satisfactory to the board.

(2) The board of the institution shall pay the cost of the bond provided under subsection (1). O. Reg. 387/76, s. 2, *part*.

11.—(1) No board shall appoint an administrator or person to act temporarily as an administrator or employ a person on the staff of the charitable institution maintained and operated by it until the person so appointed or employed has obtained from a physician a certificate certifying that he is,

- (a) free from active tuberculosis or other communicable or contagious disease; and
- (b) physically fit to undertake his duties in the institution.

(2) At least once a year the administrator and each staff member of the institution shall obtain the certificate prescribed in subsection (1). O. Reg. 387/76, s. 2, *part*.

12. Where a resident of a charitable institution dies, the administrator shall give notice of the death to a coroner other than a coroner who is the physician appointed under section 14 as the physician for the institution. O. Reg. 387/76, s. 2, *part*.

ADDITIONAL POWERS AND DUTIES OF  
PROVINCIAL SUPERVISORS

13.—(1) A provincial supervisor shall be given access at any time to any charitable institution or any part thereof for the purposes of inspection under subsection 10 (1) of the Act.

(2) A provincial supervisor shall inspect,

- (a) each charitable institution for the purpose of determining compliance with the Act and this Regulation and for any other purpose as required by the Minister;
- (b) the building or buildings and accommodation, the sanitary and eating facilities, the recreational, rehabilitative and hobby-craft facilities and equipment, the fire equipment and fire precautions; and
- (c) the dietary standards and appraise the nutritional standards for the residents, including those on special diets. R.R.O. 1970, Reg. 85, s. 12.

MEDICAL AND RELATED OR ANCILLARY SERVICES

14. Each board shall, with the approval of the Minister, appoint a physician to each charitable institution maintained and operated by it to ensure that medical services are provided to each resident in accordance with his needs. O. Reg. 387/76, s. 3.

15.—(1) In this section, "attending physician" means a legally qualified medical practitioner other than the physician for a charitable institution who is appointed under section 13. R.R.O. 1970, Reg. 85, s. 14 (1).

(2) The physician appointed under section 14 for a charitable institution shall be responsible for the medical, paramedical and nursing care and services, programs and procedures provided for or administered to the residents of the institution, and all medications and drugs provided or used in the institution shall be subject to the approval of such physician. O. Reg. 268/72, s. 2.

(3) At least once a year, or at such other more frequent intervals as the board requires, the physician for the institution shall submit to the board and to the Director, a report summarizing the general health conditions of the residents, the medical, nursing, activational and other therapeutic services provided to them and shall include in the report any recommendations that he considers necessary to ensure proper conditions of health and an adequate state of well-being for all residents.

(4) The physician for the institution shall,

- (a) ensure that the sanitary conditions in the institution are inspected at least once a month;

(b) report on such inspections to the board;

(c) take any steps that he considers necessary to ensure that any of his recommendations for the correction of any unsanitary condition is carried out; and

(d) report any contagious or communicable disease outbreaks to the local medical officer of health in accordance with subsection 94 (1) of the *Public Health Act*. O. Reg. 769/78, s. 1.

(5) The physician for the institution shall attend and prescribe medication or treatment for any resident who has no attending physician of his own or who requests that the services of the physician for the institution be made available to him.

(6) At least once a year, each resident of the institution shall be given a complete medical examination by the physician for the institution or the attending physician.

(7) The physician for the institution or the attending physician shall make a detailed written report of the results of each medical examination of a resident and any recommendations pertaining thereto and the report shall be kept along with the other records of the resident.

(8) A resident shall be given such special diet as the physician for the institution or the attending physician directs. R.R.O. 1970, Reg. 85, s. 14 (5-8).

16.—(1) Where an approved corporation maintains and operates a charitable institution that is approved by the Minister under subsection 3 (1) of the Act as a home for the aged or as a home where residential group care may be provided for handicapped or convalescent persons, the board shall appoint at least one nurse or person with nursing experience to the staff of the institution and, where there are residents in bed care, at least one nurse so appointed shall be a registered nurse.

(2) There shall be employed such additional staff to care for residents in addition to those required under subsection (1) including registered nurses as may be required by the Director. O. Reg. 387/76, s. 4.

17.—(1) Subject to subsection (2), before admitting a person to a charitable institution, the administrator or board shall ensure that,

(a) the person has been given a medical examination, including a skin test for tuberculosis, by a physician who may be a physician appointed under section 14; and

(b) the physician referred to in clause (a) has certified in writing that the person is free from active tuberculosis or other communicable or contagious disease. O. Reg. 387/76, s. 5.

(2) Where it is in the best interest of the welfare of a person that he be admitted to a charitable institution other than a charitable institution approved by the Minister under subsection 3 (1) of the Act as a home for the aged, and he cannot be medically examined or certified to be free from active tuberculosis or other communicable or contagious disease as required by subsection (1), the person may be admitted to the institution if he is kept in isolation from other residents until subsection (1) is complied with. O. Reg. 411/77, s. 1 (1).

(3) A record of the medical examination of each person admitted to the institution shall be kept therein together with any recommendations made by the physician for medical treatment, immunization or for the special needs of the person. R.R.O. 1970, Reg. 85, s. 16 (3).

(4) Before admission to a charitable institution approved by the Minister under subsection 3 (1) of the Act as a home for the aged, an applicant shall be given,

- (a) a chest X-ray the results of which shall be negative for tuberculosis; and
- (b) a skin test for tuberculosis the results of which shall be recorded in a report kept by the charitable institution.

(5) Where an examination referred to in subsection 4 so indicates or at any time where symptoms develop in a resident which, in the opinion of the attending physician, are suggestive of pulmonary infection, the attending physician shall conduct or order such clinical examination and laboratory tests as he considers necessary in order to make a diagnosis and to determine if there is the presence of active tuberculosis. O. Reg. 411/77, s. 1 (2).

#### MEDICATIONS

18.—(1) In this section,

- (a) "home" means a charitable institution approved as a home for the aged under clause 2 (b);
- (b) "pharmacist" means a person who is licensed as a pharmacist under Part VI of the *Health Disciplines Act*;
- (c) "prescription drug" means,
  - (i) a controlled drug mentioned in Schedule G of the *Food and Drugs Act* (Canada),
  - (ii) a narcotic as defined in the *Narcotic Control Act* (Canada),
  - (iii) a drug referred to in subclause 1 (b) (i).

(2) The administrator of a home shall provide a separate locked cupboard for all drugs, pharmaceuticals and medications and shall keep all drugs referred to in subclauses (1) (a) (i) and (ii) in a separate locked container within the locked cupboard, and storage facilities for all drugs, other than drugs requiring refrigeration, shall be located in an area that is conveniently accessible to all nursing staff.

(3) The keys to the cupboard referred to in subsection (2) shall be kept in the custody of the registered nurse in charge who is on duty in the home and who shall be responsible for,

- (a) the removal from the cupboard or from the locked container, as the case may be, of all prescription drugs; and
- (b) the administration of all prescription drugs under the specific direction of a physician or pharmacist and under the general supervision of the physician to the home appointed under section 14.

(4) No person shall remove a prescription drug from the receptacle in which it is brought into the home except by or under the supervision of a physician or a pharmacist.

(5) Subject to subsection (9), unused portions of a resident's prescription drugs remaining on the premises of the home after his discharge or death shall be destroyed by a registered nurse employed by the home, and,

- (a) the physician for the home;
- (b) a physician designated by the physician referred to in clause (a); or
- (c) a pharmacist.

(6) A notation of the destruction of any prescription drug prescribed for a resident giving the quantity, description and prescription number shall be made on the resident's chart and signed by a registered nurse employed by the home.

(7) A drug shall be taken by or administered to a resident only on the individual prescription or written direction of a physician or a member of the Royal College of Dental Surgeons of Ontario.

(8) A prescription drug shall be administered to a resident only by a physician, a member of the Royal College of Dental Surgeons of Ontario, a registered nurse or, where the Director approves, a registered nursing assistant.

(9) Where a resident is discharged or transferred, a prescription drug that has been provided for the resident may be sent with the discharged or transferred resident after an entry is made on the

resident's record, signed by a registered nurse and the legally qualified medical practitioner attending the resident stating,

- (a) the date of the prescription;
- (b) the prescription number;
- (c) the name of the pharmacy that prepared the prescription;
- (d) the resident's name; and
- (e) the words "sent with resident". O. Reg. 387/76, s. 6, *part*.

#### DISCHARGE

19. A resident may be discharged from an institution in accordance with the written practice and procedure of the board approved by the Director. O. Reg. 387/76, s. 6, *part*.

#### APPLICATIONS FOR GRANTS AND PAYMENTS UNDER SECTION 6 OR 7 OF THE ACT

20. For the purposes of sections 21 and 22,

- (a) "actual cost" means the cost of a building project and includes,
  - (i) fees payable for the services of an architect, professional engineer, or other consultant,
  - (ii) the cost of purchasing and installing furnishings and equipment,
  - (iii) the cost of land surveys, soil tests, permits, licences and legal fees,
  - (iv) the cost of paving, sodding and landscaping, and
  - (v) the cost of acquiring the land necessary for the building project;
- (b) "approved cost" means that portion of the actual cost of a building project approved by the Minister;
- (c) "building project" means a project composed of one or more of the following elements:
  - (i) the purchase or other acquisition of all or any part of an existing building or buildings including the land contiguous thereto,
  - (ii) any renovations, alterations or additions to an existing building or buildings,
  - (iii) the purchase or other acquisition of vacant land for the purpose of con-

structing a building or buildings thereon,

- (iv) the erection of a new building, or any part thereof,
  - (v) the demolition of a building,
  - (vi) the installation of public utilities, sewers and items or services necessary for access to the land or building or buildings;
- (d) "capital grant" means a grant under section 6 or 7 of the Act. O. Reg. 766/79, s. 5, *part*.

21.—(1) An application for a capital grant shall be made to the Minister on a form provided by the Minister.

(2) An applicant who applies under subsection (1) shall file with the Minister two copies of a site plan showing the location of the building or buildings, if any, on the site and, in the case of a building project with one or more of the elements referred to in sub-clauses 20 (c) (i), (ii), (iv) and (vi),

- (a) building plans and specifications prepared by an architect or professional engineer showing the structure, fixtures and arrangements of the building or buildings and describing the areas of the building or buildings to be used for the purposes of the Act; or
- (b) where the Minister approves, structural sketches and specifications prepared by a person other than an architect or professional engineer describing the building or buildings and the areas of the building or buildings or contiguous to the building or buildings to be used for the purposes of the Act.

(3) No plan, specification or structural sketch filed with the Minister shall be amended or altered without the approval of the Minister. O. Reg. 766/79, s. 5, *part*.

22.—(1) The payment of a capital grant for a building project shall be made after the approved cost has been determined.

(2) A capital grant may be paid as a single payment or in two or more instalments and, except where the Minister directs otherwise, the aggregate of the amounts of the capital grant paid at any point in time shall not exceed,

- (a) an amount that bears the same proportion to the estimated total payment as the amount of progress made at the time towards completion of the project bears to the total estimated amount of work required for completion; or
- (b) an amount that bears the same proportion to the estimated total payment as the amount of

cost incurred at the time bears to the total estimated cost of the project,

whichever is the greater.

(3) A single payment, or in the case of payment in two or more instalments, the final payment of an amount payable for a building project shall be made after,

(a) an architect or professional engineer certifies, or the Minister is otherwise satisfied, that the building project has been completed in accordance with the plans filed under clause 21 (2) (a) or the sketches thereof approved by the Minister under clause 21 (2) (b) and the building or addition is ready for use and occupancy; and

(b) the applicant for the payment submits a report containing,

- (i) a statement of the actual cost of the building project,
- (ii) a statement indicating that all refundable sales tax has been taken into account,
- (iii) a statement indicating that the total amount of the unpaid accounts applicable to the building project does not exceed the amount of the grant remaining to be paid, and
- (iv) an undertaking that the amount of the grant remaining to be paid will be applied first to the payment of the unpaid accounts,

and, in the case of a grant under clause 6 (b) of the Act, after an authorized officer of the board has submitted a report stating that an amount equal to at least 20 per cent of the actual cost of the building project has been paid to the corporation by the council of the municipality in which the building is situated. O. Reg. 766/79, s. 5, *part*.

23. The board of an approved corporation shall keep and maintain an inventory of all furnishings and equipment acquired by each charitable institution maintained and operated by it and the inventory shall set forth each addition to or removal from inventory and the reasons therefor and shall be prepared in such manner and contain such additional information as the Director may require. O. Reg. 766/79, s. 5, *part*.

#### PAYMENTS UNDER SECTION 8 OF THE ACT

24.—(1) An application by an approved corporation for a monthly payment under section 8 of the Act in respect of a charitable institution that is approved by the Minister under subsection 3 (1) of the Act as a halfway house where rehabilitative residential group

care may be provided for adult persons or as a charitable institution for miscellaneous purposes shall be made in a form provided by the Minister and shall be submitted to the Director not later than the 20th day of the month following the month for which the application is made.

(2) The amount to be paid by Ontario to an approved corporation under section 8 of the Act in respect of a charitable institution that is approved by the Minister under subsection 3 (1) of the Act as a halfway house where rehabilitative residential group care may be provided for adult persons or as a charitable institution for miscellaneous purposes shall be computed in accordance with the form referred to in subsection (1) and a quarterly expenditure report in a form provided by the Minister.

(3) For the purpose of a computation referred to in subsection (2), the rate of 80 per cent shall apply to the cost of the care and maintenance of the residents.

(4) For the purposes of the form referred to in subsection (1), and the quarterly expenditure report referred to in subsection (2), "total daily cost of care and maintenance" means the daily cost determined in accordance with the form referred to in subsection (1) of providing care and maintenance for each person residing in an approved charitable institution including the portion of the fees, not exceeding \$1.30 per month, for each bed based on the approved bed capacity of the institution, paid to a physician appointed under section 14 for all services prescribed in subsections 15 (2), (3) and (4), but not including any amount that would cause the average daily net operating expenditure to exceed the ceiling for residential care in Column 6 set out opposite the date the service was provided in Column 1 of Table 1 for each person residing in the institution. O. Reg. 1038/80, s. 1.

25.—(1) An application by an approved corporation for a monthly payment under section 8 of the Act in respect of a charitable institution that is approved by the Minister under subsection 3 (1) of the Act as a home for the aged or as a home where residential group care may be provided for handicapped or convalescent adult persons shall be made in a form provided by the Minister and shall be submitted to the Director not later than the 20th day of the month following the month for which the application is made.

(2) The amount to be paid by Ontario to an approved corporation under section 8 of the Act in respect of a charitable institution that is approved by the Minister under subsection 3 (1) of the Act as a home for the aged or as a home where residential care may be provided for handicapped or convalescent persons shall be computed in accordance with the form referred to in subsection (1) and a quarterly expenditure report in a form provided by the Minister.

(3) For the purpose of the computation referred to in subsection (2),

- (a) the rate of 80 per cent shall apply to,
  - (i) the cost of residential care, and
  - (ii) any part of the basic rate in Column 2 set out opposite the date the service was provided in Column 1 of Table 1 that cannot be paid by the resident for extended care services;
- (b) the rate of 100 per cent shall apply to,
  - (i) that part of the cost that exceeds the basic rate in Column 2 set out opposite the date the service was provided in Column 1 of Table 1 but that does not exceed the ceiling for extended care services set out in Column 3 of Table 1, and,
  - (ii) the cost incurred in connection with the provision of extended care services, determined in a manner approved by the Minister of,
    - (A) approved drugs and pharmaceuticals, and
    - (B) any approved device.

(4) For the purpose of the form referred to in subsection (1) and the quarterly expenditure report referred to in subsection (2), the daily cost of residential care or extended care services includes the portion of fees, not exceeding \$1.30 per month for each bed, of a resident receiving the residential care or the extended care services, based on the approved bed capacity of the institution, paid to a physician appointed under section 14 for all services prescribed in subsections 15 (2), (3) and (4), but does not include any amount that would cause the daily cost to exceed the ceiling for residential care and the ceiling for extended care services, as the case may be, set out in Column 6 and Column 3 respectively, opposite the date the service was provided in Column 1 of Table 1, for any person residing in the institution. O. Reg. 1038/80, s. 2.

26.—(1) For the purposes of the forms referred to in subsections 24 (1) and (2) and subsections 25 (1) and (2) “debt retirement payments” means principal and interest paid for any debt approved by the Minister in respect of a building for which a grant has not been paid under section 6 or 7 of the Act.

(2) Where the Minister approves, there may be paid to an approved corporation, prior to the corporation making application therefor, any part of the estimated monthly amount payable under section 8 of the Act and such amount shall be adjusted upon receipt by the Director of an application under subsection 24 (1) or subsection 25 (1), as the case may be, for any month of the period for which the payment was made.

(3) In determining the revenue for the purposes of the forms referred to in subsections 24 (1) and (2) and

subsections 25 (1) and (2), an amount equal to all or any part of the rent or shelter cost paid by or on behalf of any resident may, with the approval of the Minister, be excluded.

(4) For the purposes of the forms referred to in subsections 24 (1) and (2) and subsections 25 (1) and (2), the net operating expenditures are subject to the approval of the Minister. O. Reg. 1038/80, s. 3, *part*.

27.—(1) The maximum amount that may be charged to at least 55 per cent of the residents who receive extended care services in an approved charitable institution shall not exceed for any such resident the basic rate in Column 2 set out opposite the date the service was provided in Column 1 of Table 1.

(2) The maximum amount that, with the approval of the Minister, may be charged to not more than 45 per cent of the residents who receive extended care services in an approved charitable institution shall not exceed for any such resident the maximum rate for preferred accommodation in Column 4 set out opposite the date service was provided in Column 1 of Table 1. O. Reg. 1038/80, s. 3, *part*.

#### RECORDS AND RETURNS

28.—(1) The administrator of a charitable institution shall keep a written record and file for each resident. O. Reg. 387/76, s. 9 (1).

(2) The record shall set forth in respect of each resident,

- (a) his name, age and sex and his address prior to his admission to the institution;
- (b) the names, addresses and occupations of his parents, where applicable, or of his relatives, next-of-kin or other interested persons;
- (c) his personal and family history;
- (d) the date and circumstances of and reasons for his admission to the institution;
- (e) the current terms of payment for the care and maintenance of the resident;
- (f) a record of all medical, X-ray, psychiatric, psychological or other similar examinations or tests, together with the findings and recommendations;
- (g) a record of all illnesses, accidents and admissions to hospitals;
- (h) observations on the conduct and behaviour of the resident while residing in the institution;
- (i) a complete list of the resident's assets including real property, securities and safety deposit boxes, and all sources of his income;

- (j) an account or history of any other matter that might affect the well-being or progress of the resident;
- (k) the date and circumstances when the resident is discharged or voluntarily withdraws from the institution;
- (l) the name and address of the person and relationship, if any, in whose charge the resident was placed at the time of discharge or the name and address of the institution to which the resident was discharged; and
- (m) where the resident dies, a report of the time, date and circumstances of the death, the name and address of the person, if any, who claims the body, the date that the notice of death is given to the coroner in accordance with section 12 and the name of the coroner. R.R.O. 1970, Reg. 85, s. 21 (2); O. Reg. 387/76, s. 9 (2).

29.—(1) Each corporation shall keep separate books of account for each charitable institution operated by it.

(2) The books of account shall,

- (a) set forth the revenue and expenditures of the institution;
- (b) contain a separate record of money received by the institution from sources other than under the Act; and
- (c) be audited at least once a year by a licensed public accountant.

(3) Each corporation shall keep a subsidiary ledger for the charges made and the payments received for the care and maintenance of the residents in each charitable institution operated by it. R.R.O. 1970, Reg. 85, s. 22.

30.—(1) Subject to subsections (2) and (3), each corporation shall forward to the Minister for each charitable institution maintained and operated by it,

- (a) not later than the last day of the fourth month following the end of each fiscal year, the complete financial statement of the charitable institution for the immediately preceding fiscal year, together with the report of a licensed public accountant stating whether in his opinion,
  - (i) he has received all the information and explanations he has required,
  - (ii) the financial statement and the claims for provincial subsidy are in accordance with the books and records of the institution, as the case may be,

- (iii) the calculation of the provincial subsidy is in accordance with the Regulations, and
- (iv) the financial statement has been prepared in accordance with generally accepted accounting principles applied on a basis consistent with that of the preceding year; and

- (b) such other financial and statistical information as the Minister may require. O. Reg. 349/79, s. 1 (1); O. Reg. 1038/80, s. 4.

(2) Clause (1) (a) does not apply in respect of a charitable institution that is approved by the Minister under subsection 3 (1) of the Act as a home for the aged or as a home where residential group care may be provided for handicapped or convalescent adults. O. Reg. 713/73, s. 6.

(3) The fiscal year of a corporation is the period designated by the Minister as the fiscal year of the corporation. O. Reg. 349/79, s. 1 (2).

#### RECOVERY BY A CORPORATION OR THE PROVINCE

31.—(1) In this section,

- (a) "assets" means liquid assets including cash, bonds, debentures, stocks, the beneficial interest in assets held in trust and available to be used for maintenance and any other liquid assets that can be readily converted into cash;
- (b) "income" means income received from any source other than,
  - (i) donations made by a religious, charitable or benevolent organization, or
  - (ii) casual gifts of small value.

(2) Subject to subsection (3), an approved corporation shall recover, out of the income and assets of a resident or former resident or his estate, as a debt due to the corporation, the cost incurred by the corporation for the care and maintenance of the resident notwithstanding that a provincial subsidy has been paid in respect of the cost. O. Reg. 387/76, s. 10, *part*.

(3) In determining the income and assets of a resident that are available for payment of the cost of his care and maintenance, there shall be included,

- (a) the amount determined each month by the Minister and received each month by a resident in a charitable institution that is approved as a home for the aged under clause 2 (b) or as a home where resident group care may be provided for handicapped or convalescent adults under clause 2 (c) up to the

maximum amount shown as comfort allowance in Column 5 set out opposite the date the resident was in the institution in Column 1 of Table 1;

- (b) where a resident is being paid an allowance under the *Family Benefits Act* as a blind person, a permanently unemployable person, or a disabled person, any income in addition to any amounts received under clause (a) by him under that Act for travel in the community;
- (c) where the resident is in a charitable institution that is approved as a home where residential group care may be provided for handicapped or convalescent adults under clause 2 (c), the amount of income exempted under paragraph 1 of subsection 13 (2) of Regulation 318 of Revised Regulations of Ontario, 1980, made under the *Family Benefits Act*;
- (d) for a resident eligible for a pension under the *Old Age Security Act* (Canada) an amount of \$35.00 of income in addition to the amount exempted under clauses (a), (b) and (c);
- (e) any income in addition to any amounts received under clauses (a), (b), (c) and (d) by a resident by way of payment or refund under,
  - (i) section 7 of the *Income Tax Act*, and
  - (ii) section 2 or 7 of the *Ontario Pensioners Property Tax Assistance Act*;
- (f) an amount of assets considered reasonable by the board and the Director for the burial expenses of the resident; and
- (g) an amount of assets accumulated from the income retained or deducted for the personal use of the resident under clause (a), (b), (c) or (d),

shall not be included and the resident shall be permitted to retain such income for his own personal use notwithstanding any assignment thereof or agreement to the contrary made by him for the benefit of the institution but after the resident's death such amounts may be recovered from his estate to reimburse the corporation for any unpaid arrears of the cost of the resident's care and maintenance. O. Reg. 387/76, s. 10, *part*; O. Reg. 203/77, s. 3; O. Reg. 769/77, s. 3 (1); O. Reg. 734/78, s. 1 (1); O. Reg. 739/80, s. 1; O. Reg. 1098/80, s. 1.

(4) Where the income referred to in clause (3) (a) is not received on a monthly basis, an amount determined by the Minister, up to the maximum amount shown as comfort allowance in Column 5 set out opposite the date the resident was in the institution in Column 1 of Table 1 shall be deducted each month for the personal use of the resident before determining the

amount available for the cost of his care and maintenance. O. Reg. 734/78, s. 1 (2).

(5) In determining the revenue for the purposes of the forms referred to in subsection 24 (1) and (2) and subsections 25 (1) and (2), there shall be included any amount that the Minister determines, in accordance with subsections (3) and (4), to be payable by a resident who is not paying the entire cost of his care and maintenance and whom the Minister determines is able to pay a greater share of such costs. O. Reg. 1038/80, s. 5.

(6) The Crown in right of Ontario is subrogated to the right of the corporation to recover costs under subsection (2).

(7) Where all or any part of the costs, in respect of which a provincial subsidy has been paid under section 8 of the Act, are recovered under subsection (2) or (6), Ontario is entitled to the same percentage of the amount recovered as the percentage on which the contribution by Ontario to the corporation in respect of the amount recovered is based.

(8) Any amount recovered from a resident or his estate under subsection (2) or (6) shall be applied to such part of the arrears of a resident's cost as the Director may from time to time prescribe. O. Reg. 387/76, s. 10, *part*.

#### TRUST ACCOUNTS

32.—(1) Every board shall establish and maintain a trust account in a chartered bank of Canada, Province of Ontario Savings Office, a trust company registered under the *Loan and Trust Corporations Act* or a credit union incorporated under the *Credit Unions and Caisses Populaires Act* in which all money of residents received by the administrator of the charitable institution for safekeeping shall be deposited.

(2) Where a resident has money upon admission to an approved charitable institution or receives money while he is resident therein, he may request the administrator to deposit it in the trust account referred to in subsection (1).

(3) Where a resident has money deposited for him in the trust account referred to in subsection (1) he may, subject to section 31, request the administrator to make all or any part of it available to him at any time.

(4) The administrator shall keep a separate book of account showing all deposits to and withdrawals from the trust account referred to in subsection (1), the name of the resident for whom the deposit or withdrawal is made and the date of each deposit or withdrawal.

(5) The administrator shall provide a resident with a written receipt for all money received from the resident for deposit in the trust account referred to in subsection (1) and the resident shall provide the administrator with a written receipt for all money withdrawn from the account by the administrator for the resident. O. Reg. 387/76, s. 10, *part*.

33. The trust account established under section 32 shall be audited annually by the licensed public accountant who audits the books of account and ledgers of the charitable institution. O. Reg. 387/76, s. 10, *part*.

PART II

ADDITIONAL RULES GOVERNING CHARITABLE INSTITUTIONS FOR MISCELLANEOUS PURPOSES APPROVED BY THE MINISTER UNDER SUBSECTION 3 (1) OF THE ACT

34. This Part applies to the charitable institutions for miscellaneous purposes approved by the Minister under subsection 3 (1) of the Act. O. Reg. 713/73, s. 7.

35.—(1) Each resident of a charitable institution who is under sixteen years of age shall, with the written permission of his parent or guardian, be immunized as required by the local medical officer of health. R.R.O. 1970, Reg. 85, s. 26 (1).

(2) The administrator of a charitable institution shall prepare at six-month intervals a statement of the future plans for the care and maintenance of each resident and shall retain the statement in the resident's file. O. Reg. 387/76, s. 11.

36. A board having jurisdiction over any charitable institution to which this Part applies shall provide in respect of every school-age resident in the institution,

- (a) for his educational requirements in a manner most suited to his needs;
- (b) opportunities for his religious education; and
- (c) vocational guidance for the resident and shall encourage him to develop a vocation. R.R.O. 1970, Reg. 85, s. 27.

TABLE 1

	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5	COLUMN 6
	Effective Date	Basic Per Diem	Ceiling Per Diem	Preferred Accommodation Maximum Per Diem	Comfort Allowance	Residential Care Ceiling
1.	From and including the 1st day of April, 1980 up to and including the 30th day of April, 1980 . . . .	10.52	30.38	20.52	51.00	21.00
2.	From and including the 1st day of May, 1980 up to and including the 31st day of May, 1980 . . . . .	10.78	30.38	20.78	51.00	21.00
3.	From and including the 1st day of June, 1980 up to and including the 31st day of July, 1980 . . . . .	10.78	30.38	20.78	61.00	21.00
4.	From and including the 1st day of August, 1980 up to and including the 31st day of October, 1980 . .	11.05	30.38	21.05	61.00	21.00
5.	From and including the 1st day of November, 1980 . . . . .	11.42	30.38	21.42	61.00	21.00

O. Reg. 212/78, s. 2; O. Reg. 292/78, s. 1; O. Reg. 623/78, s. 1; O. Reg. 765/78, s. 1; O. Reg. 873/78, s. 1; O. Reg. 65/79, s. 1; O. Reg. 248/79, s. 1; O. Reg. 368/79, s. 1; O. Reg. 569/79, s. 1; O. Reg. 758/79, s. 1; O. Reg. 834/79, s. 1; O. Reg. 47/80, s. 1; O. Reg. 366/80, s. 1; O. Reg. 508/80, s. 1; O. Reg. 739/80, s. 7; O. Reg. 875/80, s. 1, *revised*.

Form 1

Charitable Institutions Act

RECORD OF RESIDENTS

For the Year ending December 31st, 19....

Name of Charitable Institution:.....

Address:.....

Name of Corporation:.....

1. Number of Residents:

Males	Females	Totals

i. Number in Institution on January 1st.....

ii. Number of subsequent admissions during year.....

iii. TOTALS

iv. Number discharged during year.....

v. Number of deaths of residents during year.....

vi. Number in Institution on December 31st.....

vii. TOTALS: (to agree with iii above)

2. Length of Stay of Residents:

Number of Days

i. Total collective days' stay of all residents.....

ii. Average daily stay of residents.....

3. Dormitory Capacity for Residents:

Number of Beds

i. Normal bed capacity.....

ii. Additional or temporary bed capacity.....

iii. TOTAL NUMBER OF BEDS

TABLE

Number of Residents according to Maintenance Classification	Paying Residents		Non-Paying Residents			Totals
	Recipients of welfare allowances	Others including recipients O.A.S.	Paid for by:			To agree with item 1, col. 3 of Form
			Province of Ontario	Municipalities	Corporation or other (specify)	
1. BEGINNING OF YEAR:  Number of residents as of January 1st						
2. SUBSEQUENT ADMISSIONS DURING YEAR:  i. New admissions						
ii. Re-admissions						
3. INTERNAL TRANSFERS DURING YEAR:  i. Transferred to						<div><div></div><div></div><div></div><div></div><div></div><div></div></div>
ii. Transferred from						<div><div></div><div></div><div></div><div></div><div></div><div></div></div>
4. NET TOTALS: Add 1, 2 and 3(i), and subtract 3(ii)						
5. DISCHARGES: Number of residents discharged during year						
6. *DEATHS: Number of deaths of residents during year						
7. END OF YEAR: Number of residents as of December 31st						
8. TOTALS: Add 5, 6 and 7 (to agree with net totals in 4)						

\*Include only deaths occurring in the Institution; do not include deaths occurring in hospital or elsewhere.

Dated at....., this.....day of....., 19....

I certify that this Record is correct.

.....  
(signature of superintendent)



## REGULATION 96

## under the Child Welfare Act

## GENERAL

## PART I

## ESTIMATES AND PAYMENTS

## 1.—(1) In this Part,

(a) "actual cost" means the cost of a building project and includes,

- (i) fees payable for the services of an architect, professional engineer, or other consultant,
- (ii) the cost of purchasing and installing furnishings and equipment,
- (iii) the cost of land surveys, soil tests, permits, licences and legal fees,
- (iv) the cost of paving, sodding and landscaping, and
- (v) the cost of acquiring the land necessary for the building project;

(b) "approved cost" means that portion of the actual cost of a building project approved by the Minister;

(c) "architect" means an architect who is a member in good standing of the Ontario Association of Architects;

(d) "building project" means a project composed of one or more of the following elements:

- (i) the purchase or other acquisition of all or any part of an existing building or buildings including the land contiguous thereto,
- (ii) any renovations, alterations or additions to an existing building or buildings,
- (iii) the purchase or other acquisition of vacant land for the purpose of constructing a building or buildings thereon,
- (iv) the erection of a new building, or any part thereof,
- (v) the demolition of a building, and
- (vi) the installation of public utilities, sewers and items or services necessary for

access to the land or building or buildings;

(e) "professional engineer" means a professional engineer who is a member in good standing of the Association of Professional Engineers of the Province of Ontario.

(2) The amount of a payment under subsection 14 (1) of the Act for a building project shall be equal to 25 per cent of the approved cost of the building project.

(3) The amount of a payment under subsection 14 (2) of the Act shall be equal to the approved cost of the building project, except in the case of,

- (a) the erection of a new building or an addition to an existing building, the amount shall not exceed an amount based on the bed capacity of the new building or the addition, at the rate of \$5,000 per bed; and
- (b) a purchase or other acquisition of an existing building, the amount shall not exceed an amount based on the bed capacity of the acquired building, at the rate of \$1,200 per bed. O. Reg. 388/79, s. 1.

2.—(1) An application for a payment under section 14 of the Act for a building project shall be made to the Minister on a form provided by the Minister.

(2) An applicant who applies under subsection (1) shall file with the Minister two copies of a site plan showing the location of the building or buildings, if any, on the site and in the case of a building project with one or more of the elements referred to in subclause 1 (1) (d) (i), (ii), (iv) or (vi),

- (a) building plans and specifications prepared by an architect or professional engineer showing the structure, fixtures and arrangements of the building or buildings and describing the areas of the building or buildings to be used for the purposes of the Act; or
- (b) where the Minister approves, structural sketches and specifications prepared by a person other than an architect or professional engineer describing the building or buildings and the areas of the building or buildings or contiguous to the building or buildings to be used for the purposes of the Act,

and the site plan, and the building plans and specifications or the structural sketches and specifications, as the case may be, shall be approved by the Minister.

(3) No plan, specification or structural sketch filed with the Minister shall be amended or altered without the approval of the Minister. O. Reg. 388/79, s. 2.

3.—(1) No payment shall be made for a building project except where,

- (a) the building project has been approved by the Minister;
- (b) the approved cost has been determined; and
- (c) the approvals of the Minister under section 14 of the Act and subsections 1 (2) and (3), subsections 2 (2) and (3) and section 4 of this Regulation, have been obtained.

(2) An approval of a building project by the Minister referred to in subsection (1) expires on the first anniversary of the date upon which the approval is given unless the building project has been commenced before such anniversary date.

(3) A payment under section 14 of the Act may be paid as a single payment or in two or more instalments and, except where the Minister directs otherwise, the aggregate of the amounts of the payments made at any point in time shall not exceed,

- (a) an amount that bears the same proportion to the estimated total payment as the amount of progress made at the time towards completion of the project bears to the total estimated amount of work required for completion; or
- (b) an amount that bears the same proportion to the estimated total payment as the amount of cost incurred at the time bears to the total estimated cost of the project,

whichever is the greater.

(4) A single payment, or in the case of payment in two or more instalments, the final payment of an amount payable for a building project shall not be made until,

- (a) an architect or professional engineer certifies, or the Minister is otherwise satisfied, that the building project has been completed in accordance with the plans filed under clause 2 (2) (a) or the sketches thereof approved by the Minister under clause 2 (2) (b) and the building or addition is ready for use and occupancy; and
- (b) the applicant for the payment submits a report stating,
  - (i) the actual cost of the building project,
  - (ii) that the total of the unpaid accounts applicable to the building project does not exceed the amount of the grant remaining to be paid,
  - (iii) that the amount of the grant remaining to be paid will be applied first to the payment of the unpaid accounts, and

- (iv) that all refundable sales tax has been taken into account. O. Reg. 388/79, s. 3.

4. No applicant for or recipient of a payment for a building project shall,

- (a) acquire a building or land for the building project;
- (b) call tenders for the building project;
- (c) commence construction of the building project, or
- (d) erect any temporary or permanent sign, tablet or plaque on the site or building project,

without the approval of the Minister. O. Reg. 388/79, s. 4.

5. It is a term and condition of a payment under section 14 of the Act in respect of a building, buildings or land forming part of a building project that the applicant for the payment enter into an agreement with the Minister in which the applicant shall agree not to,

- (a) sell, mortgage or lease, encumber, donate or otherwise dispose of all or any part of the building, buildings or land;
- (b) use all or any part of the building, buildings or land for a purpose other than that for which a grant has been or is payable; or
- (c) demolish or make alterations or additions to all or any part of the building or buildings,

without the written approval of the Minister and the Minister may require, as a condition of the approval of the payment, that the recipient repay the whole or such part of the payment as the Minister considers appropriate in the circumstances where there is a default under the agreement. O. Reg. 388/79, s. 5.

6. The estimate of net expenditures of a society required under subsection 8 (1) of the Act shall be in a form provided by a Director. O. Reg. 388/79, s. 6.

7. For the purposes of the Act and this Regulation, "net expenditures" means those costs, less applicable income, reasonable and necessary for the provision of care and services by a society other than the costs for which amounts are payable under section 14 of the Act. O. Reg. 388/79, s. 7.

8.—(1) For the purposes of this section,

- (a) "child in care" means a person under eighteen years of age who is in the care or custody of a society,
- (i) while in detention in a place of safety under clause 21 (1) (a) of the Act or under subsection 22 (1) or (2) of the Act,

- (ii) during the placement of a homemaker under section 23 of the Act, or
- (iii) as a result of an order under Part II of the Act or an agreement under section 25 of the Act respecting the care and custody of the person where the person is cared for in a place other than in the home of the person's parent,

and includes a person who is receiving care and maintenance from a society under section 42 of the Act and "children in care" has a corresponding meaning;

- (b) subject to subsection (3), "population" means the population as shown by the municipal census taken in the preceding year for which an estimate of net expenditures is made.

(2) For the purpose of subsection 8 (6) of the Act, where a society has jurisdiction in more than one municipality, the portion of the estimate of net expenditures that is referable to each municipality shall,

- (a) in respect of the cost of services for each child in care, be in the proportion that the number of children taken into protective care in the municipality bears to the total number of children in care;
- (b) in respect of the cost of services other than services for children in care, be in the proportion that the population of the municipality bears to the total population of the area in the jurisdiction of the society; and
- (c) where by arrangement with a municipality the standard of services provided to the municipality exceeds that provided to any other municipality in the jurisdiction of the society, include the entire cost of the excess.

(3) For the purpose of subsection (2), the population of territory without municipal organization in an area in the jurisdiction of a society shall be computed in the same ratio to the total population of the municipalities in the area as determined by the municipal census referred to in subsection (1) as the population of the territory as determined by the latest census of the population taken under the *Statistics Act* (Canada) but not including "Indian" as defined for the purpose of section 12, bears to the total population of the municipalities in the area as determined by the same census.

(4) For the purpose of subsection (2), the number of children in the care of a society during the year shall be computed as the average for the year of the number of children in the care of the society on the last day of each month in the year. O. Reg. 388/79, s. 8.

9.—(1) For the purpose of subsection 13 (1) of the Act, the amount of the approved estimate of a society

that shall be paid to the society by Ontario shall be equal to,

- (a) 80 per cent of the part of the approved estimate referable to any municipality within the jurisdiction of the society; and
- (b) 100 per cent of the part of the approved estimate of the society referable to territory without municipal organization.

(2) For the purpose of clause (1) (b), the part of the approved estimate of a society referable to territory without municipal organization shall be determined under subsections 8 (2) and (3), as if the territory without municipal organization were a municipality.

(3) For the purpose of subsection 13 (2) of the Act an amount equal to 20 per cent of the amount of the portion determined under section 8 of the approved estimate of a society that is referable to a municipality shall be paid to the society by the municipality. O. Reg. 388/79, s. 9.

10.—(1) Subject to subsections (2) and (5), an adjustment may be made between the approved estimate for any year and, when so determined, the actual costs of the society for that year other than the costs for which amounts are payable under section 14 of the Act, and where approved by the Minister and by each municipality in the area in which the society has jurisdiction, the amount of the adjustment shall either be paid to the society by Ontario and by each municipality in the area in which the society has jurisdiction or refunded by the society to Ontario and to the municipality, as the case may be, in the proportion to the respective financial obligations of Ontario and the municipality to the society in that year for such actual costs.

(2) The Minister, instead of approving the amount of the adjustment under subsection (1), may vary the amount of the adjustment and approve the amount as so varied, and thereafter subject to subsections (8) and (9), Ontario and each municipality in the area in which the society has jurisdiction shall pay to or have refunded by the society, as the case may be, their respective portions of the amount as so varied.

(3) After the estimate of net expenditures of a society has been finally approved by the Minister under section 9 or subsection 12 (10) of the Act, the society may at any time during the balance of the year, file with the Director and with each municipality in the area in which the society has jurisdiction,

- (a) an amendment to the approved estimate; or
- (b) a supplementary estimate,

of net expenditures of the society for the year, not included in the original approved estimate, and, subject to subsection (5), the municipality shall grant its approval to the amendment or supplementary estimate, as the case may be, within sixty days after the receipt thereof.

(4) Each municipality in the area in which the society has jurisdiction that has not granted its approval to the amount of the adjustment made under subsection (1) or the amendment or supplementary estimate filed under subsection (3), or referred the amount of the adjustment, amendment or supplementary estimate, as the case may be, to a child welfare review committee within sixty days after receiving notice thereof from the society shall at the expiration of that period be deemed to have granted its approval to the amount of the estimate.

(5) Where the council of any municipality in the area in which the society has jurisdiction does not agree with the amount of,

- (a) the adjustment made under subsection (1);
- (b) the amendment to the approved estimate filed under subsection (3); or
- (c) the supplementary estimate filed under subsection (3),

it may, before the Minister's refusal or approval is given, instead of approving the adjustment, amendment or supplementary estimate, as the case may be, and before the expiration of the sixty day period referred to in subsection (4) refer the matter to a child welfare review committee and thereafter the provisions of sections 11 and 12 of the Act apply with necessary modifications to a request for review made under this subsection.

(6) Where the municipality and the Minister approve the amount of the amendment to the approved estimate or the amount of the supplementary estimate submitted under subsection (3), the amount shall be deemed to be part of the approved estimate of the society for that year for the purpose of determining the amounts payable to the society under section 13 of the Act and section 9 of this Regulation.

(7) After the amendment to the approved estimate or the amount of the supplementary estimate has been filed with the Director under subsection (3) and approved by the council of each municipality, the Minister may approve the amendment or the supplementary estimate or the Minister may, subject to subsection (8), vary the amount of the amendment or the supplementary estimate and approve the amount as so varied.

(8) Where the Minister intends,

- (a) to refuse to approve the payment of an adjustment made under subsection (1) or the amount of the amendment to the approved estimate or the amount of a supplementary estimate filed under subsection (3); or
- (b) to vary the amount of the adjustment under subsection (1) or the amount of the amendment to the approved estimate or the amount of a supplementary estimate filed under subsection (3), and approve any such amount as so varied,

the Minister shall, at least thirty days prior to the refusal or approval, as the case may be, give notice of the

Minister's intention to the society and to the council of each municipality in the area in which the society has jurisdiction.

(9) Where a society or the council of any municipality in the area in which the society has jurisdiction does not agree with the Minister's intention,

- (a) to refuse to approve the payment of an adjustment made under subsection (1) or the amount of an amendment to the approved estimate or the amount of the society's supplementary estimate filed under subsection (3); or
- (b) to vary the amount of the adjustment or the amount of the amendment to the approved estimate or the amount of the supplementary estimate,

any one of them may, before the Minister's refusal or approval is given, as the case may be, request the Minister to refer the matter to a child welfare review committee and thereafter the provisions of sections 11 and 12 of the Act apply with necessary modifications to a request for review made under this subsection.

(10) Where the District Child Welfare Budget Board has been established for a district under section 10 of the Act for the purpose of approving the estimate of net expenditures of a society, any approval or request for review by or notice to a municipality in the district in respect of the estimate, required or authorized, as the case may be, by this section may be given by the Board. O. Reg. 388/79, s. 10.

11.—(1) Notwithstanding sections 9, 10 and 12, the costs determined in accordance with the approved estimate, of care and services provided by a society for any child,

- (a) in care pursuant to an order made by a court of competent jurisdiction in any other province or territory of Canada; or
- (b) who, immediately before coming into the care of the society, was under the care or supervision of a child welfare authority in any other province or territory of Canada in a place other than the home of a parent of the child pursuant to an agreement between a parent of the child and the child welfare authority entered into under the laws of that province or territory, as the case may be; and
- (c) who is approved by a Director,

shall be excluded for the purpose of computing any payment under section 9, 10 or 12 or subsection (2), and Ontario shall pay to the society an amount equal to 100 per cent of the cost of such care and services.

(2) Notwithstanding sections 9, 10 and 12, the costs of a society determined in accordance with the approved estimate of any demonstration project that is

approved by the Minister shall be excluded for the purpose of computing any payment under section 9, 10 or 12 or subsection (1), and Ontario shall pay 100 per cent of the cost of such demonstration project. O. Reg. 388/79, s. 11.

12.—(1) Subject to subsection (2), for the purpose of this section "Indian" means a person who,

(a) is registered as an Indian or is entitled to be registered as an Indian under the *Indian Act* (Canada) and is resident in Ontario on an Indian reserve, on Crown land or in territory without municipal organization; or

(b) is designated as an Indian with reserve status by the Minister of Indian Affairs and Northern Development of the Government of Canada.

(2) Where an Indian commences to reside in a municipality in Ontario, he shall continue to be deemed an Indian for the purposes of this section until he has resided in the municipality for a period of twelve consecutive months and thereafter he shall cease to be deemed an Indian for the purposes of this section until he resumes residence in Ontario on an Indian reserve, on Crown land or in territory without municipal organization.

(3) Notwithstanding sections 9, 10 and 11, where an agreement is entered into with the Crown in right of Canada providing for contributions by Canada to Ontario for the payment of the costs of the care and services provided by societies for Indians, such costs determined in accordance with the approved estimate shall be excluded for the purpose of computing any payment under sections 9, 10 and 11 and Ontario shall pay to the societies an amount equal to 100 per cent of the cost of such care and services. O. Reg. 388/79, s. 12.

## PART II

### GENERAL

13. For the purposes of sections 16 and 25 of the Act, special needs of children are needs related to or created by physical, mental, emotional, behavioural or other handicaps of children. O. Reg. 388/79, s. 13.

14. In addition to the duties prescribed under the Act a Director shall, in respect of any Crown Ward, have authority to consent to,

(a) the issuance of a passport in the name of a Crown Ward who is under sixteen years of age; and

(b) travel outside of Canada by a Crown Ward unless the Director requires the consent to be given by the local director of the society having care of the Crown Ward. O. Reg. 388/79, s. 14.

15. There shall be included in the by-laws of each society a provision that the society will not transfer or assign any of its assets without the consent of a Director. O. Reg. 388/79, s. 15.

## PART III

### STAFF QUALIFICATIONS

16.—(1) In this Part,

(a) "recognized school of social work" means,

(i) a school of social work that is a member of the National Committee of Canadian Schools of Social Work of the Association of Universities and Colleges of Canada, and

(ii) any graduate school of social work outside of Canada having, in the opinion of the Minister, a course in social work at least equivalent to a course given at a school referred to in subclause (i);

(b) "social worker" means a person whose duties consist of investigating or supervising the care of children whether in the care of a society or otherwise, providing guidance and counselling and who has the qualifications of a social worker set out in section 19 and includes a social work supervisor.

(2) In this Part, references to "social work assistant", "social worker I", "social worker II", "social worker III", "social worker IV" and "social worker V" mean the classifications established in section 2 of Regulation 97 of Revised Regulations of Ontario, 1980. O. Reg. 388/79, s. 16.

17. The local director of a society shall,

(a) have successfully completed two years of professional education in social work at a recognized school of social work and have had at least three years experience as a social work practitioner in child welfare;

(b) have educational qualifications that together with his experience in social work are, in the opinion of the Minister, suitable for the position; or

(c) have held the appointment of local director on the 1st day of June, 1966. O. Reg. 388/79, s. 17.

18. Every social work supervisor employed by a society shall,

(a) have the qualifications of a social worker III, social worker IV or social worker V and shall have had at least three years experience as a social work practitioner in child welfare; or

- (b) have such other educational and personal qualifications together with progressive experience in social work practice as, in the opinion of the local director, constitute adequate and suitable preparation for supervisory duties. O. Reg. 388/79, s. 18.

19.—(1) Every social work assistant employed by a society shall,

- (a) have successfully completed Grade 13 in Ontario or its equivalent as determined by the Minister; or
- (b) have been actively engaged as a social worker in a society for a period of at least one year immediately before the 1st day of January, 1966.

(2) Every social worker I employed by a society shall,

- (a) be the holder of a Bachelor of Arts degree from a university in Ontario preferably with a major emphasis in social science, or be the holder of a certificate in welfare from a post-secondary school educational institution in Canada at least equivalent to the course at Ryerson Polytechnical Institute leading to a Certificate in Welfare; or
- (b) have such other educational qualifications as the Minister considers equivalent to those referred to in clause (a) and at least two years of experience in welfare work.

(3) Every social worker II employed by a society shall,

- (a) have successfully completed one year of full-time study in social work at a recognized school of social work and, where the recognized school of social work is outside Canada or the United States of America, have had at least one year of experience as a social worker in Canada; or
- (b) have at least three years of progressively responsible experience in welfare work in Ontario with the qualifications of a social work assistant or two years of such experience with the qualifications of a social worker I.

(4) Every social worker III employed by a society shall,

- (a) have successfully completed a two years course of professional education in social work at a recognized school of social work in Canada or the United States of America;
- (b) have successfully completed one year of full-time study in social work at a recognized school of social work in Canada or the United States of America and, after the study, have had at least two years of experience in social work;

- (c) be the holder of a letter of recognition from the Central Training Council in Child Care of the Home Office Children's Department in Great Britain and, after its issuance, have had at least one year of experience in social work; or

- (d) have successfully completed a course of professional education in social work at a recognized school of social work in a country other than Canada or the United States of America and have had at least three years of experience in social work in Canada.

(5) Every social worker IV employed by a society shall,

- (a) have successfully completed a two years course of professional education in social work at a recognized school of social work in Canada or the United States of America and, after graduation, have had at least three years of experience in child care or family welfare services;
- (b) be the holder of a letter of recognition from the Central Training Council in Child Care of the Home Office Children's Department in Great Britain and, after its issuance, have had at least four years of experience in child care or family welfare services; or

- (c) have successfully completed a two years course of professional education in social work at a recognized school of social work outside Canada or the United States of America and, after graduation, have had at least five years of experience in child care or family welfare services.

(6) Every social worker V employed by a society shall,

- (a) have successfully completed a two years course of professional education in social work at a recognized school of social work in Canada or the United States of America and, after graduation, have had at least five years of experience in social work at least two of which have been in child care or family welfare services;
- (b) be the holder of a letter of recognition from the Central Training Council in Child Care of the Home Office Children's Department in Great Britain and being the holder of such a letter of recognition have had at least six years of experience in social work of which at least two have been in child care or family welfare services; or
- (c) successfully completed a two years course of professional education in social work at a recognized school of social work outside Canada or the United States of America and, after graduation, have had at least seven years of

experience in social work of which at least three have been in child care or family welfare services. O. Reg. 388/79, s. 19.

## PART IV

### RECORDS AND RETURNS

20.—(1) Every society shall record,

- (a) any complaint respecting a child apparently in need of protection; and
- (b) any request for assistance or service,

within twenty-four hours of receiving the complaint or request.

(2) Within twenty-one days after a complaint is recorded, the society shall investigate the complaint and record whether in the opinion of the society the child is apparently in need of protection and, where in the opinion of the society the child is apparently a child in need of protection, a tentative plan for the welfare of the child and the steps taken to implement the plan and, where the child is not taken into protective care, and where the case has not been closed by the society, the case shall be reviewed not later than sixty days after the complaint is recorded. O. Reg. 388/79, s. 20.

21. Every society shall, within sixty days after the admission of a child to the care of the society, prepare and record a plan for the care, treatment, social adjustment and educational progress of the child and shall review and if necessary amend the plan every three months. O. Reg. 388/79, s. 21.

22. Every society shall file with a Director,

- (a) each month, a statistical report and a financial statement for the immediately preceding month on a form provided by the Director;
- (b) before the 1st day of March in each year, a financial statement for the previous year audited by a public accountant licensed under the *Public Accountancy Act*; and
- (c) from time to time or at such times and in such form as the Director may require, any other financial and statistical information, in addition to that required under clause (a) or (b), requested by the Director relating to the operation of the society. O. Reg. 388/79, s. 22.

23. A certificate under the hand of the municipal clerk or the members of the board, as the case may be, of the approval of a municipal council under subsection 8 (4) of the Act, or of a District Child Welfare Budget Board under subsection 10 (3) of the Act, shall be made in Form 1 and shall be forwarded to the society forthwith after the approval has been given. O. Reg. 388/79, s. 23.

## PART V

### CARE BY AGREEMENT

24.—(1) An agreement entered into under subsection 25 (1) of the Act shall be in Form 2.

(2) An agreement entered into under subsection 25 (2) of the Act to extend an agreement for temporary care and custody of a child shall be in Form 3.

(3) An agreement for the special needs of a child entered into under subsection 25 (4) of the Act shall be in Form 4.

(4) An agreement entered into by a society with a person sixteen or more years of age and under eighteen years of age pursuant to subsection 25 (11) of the Act shall be in Form 5. O. Reg. 388/79, s. 24.

25. For the purposes of determining the nature and degree of developmental handicap under subsection 25 (9) or (11) of the Act, that would render a child or person incapable of consenting to or entering into an agreement, as the case may be, the child or person shall be assessed within two years immediately preceding the proposed agreement in accordance with objective psychological or medical findings. O. Reg. 388/79, s. 25.

## PART VI

### CHILD ABUSE

26. Where the Director who maintains the register established under subsection 52 (3) of the Act receives an inquiry from a society under subsection 8 (1) of Regulation 97 of Revised Regulations of Ontario, 1980, the Director shall forthwith notify the society whether any person referred to in the information received by the society under section 49 of the Act has been previously identified in the register, the date of any such prior identification and the society or other agency that reported the prior identification. O. Reg. 388/79, s. 26.

27.—(1) A report by a society to the Director of verified information concerning the abuse of a child made under subsection 52 (2) of the Act shall be in Form 6.

(2) The Director may extend the period of time prescribed in subsection 8 (2) of Regulation 97 of Revised Regulations of Ontario, 1980 where, in the opinion of the Director, exceptional circumstances justify the extension.

(3) Where a case concerning the abuse of a child has been reported under subsection 52 (2) of the Act and the case has not been closed by a society, any further report on the status of the case required under subsection 8 (3) of Regulation 97 of Revised Regulations of Ontario, 1980 shall be made in Form 7 by the society to the Director maintaining the register. O. Reg. 388/79, s. 27.

28.—(1) The information reported to the register under subsection 52 (2) of the Act shall be recorded in the register in Form 8.

(2) Information in the register established under subsection 52 (3) of the Act shall be maintained in the register for at least twenty-five years unless the information has been previously expunged or amended pursuant to a decision by the Director made under subsection 52 (3) of the Act. O. Reg. 388/79, s. 28.

## PART VII

### ADOPTION

#### GENERAL

#### 29. In this Part,

- (a) "licensed person" means a person who is licensed under subsection 60 (5) of the Act; and
- (b) "social worker" means a social worker as defined in clause 16 (1) (b). O. Reg. 388/79, s. 29.

30.—(1) An application for a licence to establish, operate or maintain an adoption agency shall be made to a Director in Form 9 and shall be accompanied by such other information as the Director considers necessary to enable the Director to determine whether the applicant will, if licensed, be in compliance with the Act and this Regulation.

(2) A licence issued under subsection 60 (1) of the Act or a renewal thereof is valid for one year from the date of issue.

(3) The fee payable on application for a licence issued under subsection 60 (1) of the Act and for each renewal thereof is \$100.

(4) A licence to establish, operate or maintain an adoption agency shall be in Form 10. O. Reg. 388/79, s. 30.

31.—(1) An application for a licence under subsection 60 (5) of the Act shall be made to a Director in Form 11.

(2) An application in Form 11 shall be accompanied by,

- (a) the notice required under subsection 65 (3) of the Act of the proposed placement;
- (b) the name and qualifications of a person proposed by the applicant to make the homestudy of the prospective adoptive parents;
- (c) the social history and medical history of the parents of the child on a form provided by the Minister; and

(d) such other information as the Director considers necessary to enable the Director to determine whether the applicant will, if licensed, be in compliance with the Act and this Regulation.

(3) The fee payable on application for a licence under subsection 60 (5) of the Act is \$10.

(4) A licence under subsection 60 (5) of the Act is valid for one year from the date of issue and is not renewable.

(5) A licence under subsection 60 (5) of the Act shall be in Form 12.

(6) No more than two licences may be issued to any person under subsection 60 (5) of the Act during any twelve month period. O. Reg. 388/79, s. 31.

32.—(1) A notice under subsection 62 (5) of the Act shall be in Form 13.

(2) A notice under subsection 62 (6) of the Act by an applicant or a licensee requiring a hearing shall be in Form 14.

(3) A notice to an applicant or licensee of the hearing by the Board under section 62 of the Act shall be in Form 15. O. Reg. 388/79, s. 32.

#### STANDARDS OF SERVICES BY ADOPTION AGENCIES

#### 33. Every adoption agency shall,

- (a) provide for counselling to a parent who is considering relinquishing a child for adoption;
- (b) provide for the recruitment of prospective adoptive parents for children who are awaiting adoption;
- (c) provide for the assessment of prospective adoptive parents;
- (d) provide for the placement of children in accordance with the Act and this Regulation for the purpose of adoption;
- (e) provide for the supervision of adoption placements;
- (f) provide assistance in the completion of adoption of children who have been placed by the agency;
- (g) provide post-adoption services where necessary. O. Reg. 388/79, s. 33.

34.—(1) Every adoption agency and every licensed person shall open and maintain a separate file for,

- (a) a parent who is relinquishing a child for adoption;

- (b) a prospective adoptive parent;
- (c) each child who is placed for adoption; and
- (d) each foster family,

for whom service is provided by the adoption agency or the licensed person, as the case may be, and shall review and bring each such file up to date at least every six months until the file is closed and, subject to subsection (2), shall retain a record of the contents of all such files permanently.

(2) Every file referred to in subsection (1) that has been closed and is no longer required by the adoption agency or licensed person, as the case may be, shall be transferred to a Director.

(3) Every adoption agency and every licensed person shall, before placing a child for adoption, prepare a report on a form provided by the Minister of the social history and the medical history of the parents of the child and in the case of an adoption agency that is not a society and a licensed person, as the case may be, where requested by the Director, provide a copy of the report to the Director before the Director's approval of the proposed placement under subsection 65 (7) of the Act is given or refused.

(4) Every adoption agency and every licensed person shall prepare a report on a form provided by the Minister of the social history and the medical history of each child placed or to be placed for adoption by the adoption agency or licensed person, as the case may be. O. Reg. 388/79, s. 34.

35.—(1) Every adoption agency and every licensed person, before placing a child for the purpose of adoption, shall arrange for the preparation of a report of a homestudy of the prospective adoptive parents.

(2) In the case of an adoption agency that is not a society and a licensed person, the homestudy referred to in subsection (1) shall be prepared for the adoption agency or licensed person, as the case may be, by a person approved by a Director or local director of a society and shall be forwarded to the Director before the Director's approval or refusal has been given under subsection 65 (7) of the Act.

(3) Where an adoption agency that is not a society or a licensed person proposes to place a newborn child for adoption directly from the place of birth of the child, the report of the homestudy shall be provided to the Director at least six weeks before the child is born except where the Director agrees to receive the report at a later date. O. Reg. 388/79, s. 35.

36. Every adoption agency shall provide consulting and interviewing space that ensures the privacy of those to whom the service is provided by the agency. O. Reg. 388/79, s. 36.

37. Every adoption agency and every licensed person, as the case may be, shall ensure that the social history and the medical history of the child prepared in accordance with subsection 34 (4) is shared

with the prospective adoptive parents prior to the adoption of the child, except for any information that would identify the natural parents of the child. O. Reg. 388/79, s. 37.

38. Every adoption agency shall ensure that the home of the adoptive parents is visited by a social worker as soon as is practicable after the child is placed by the adoption agency in the home for adoption and thereafter shall arrange for a social worker to visit the home as required until an adoption order is made. O. Reg. 388/79, s. 38.

39.—(1) A notice to a Director required under subsection 65 (3) of the Act shall be in Form 16 and shall be given by a licensed adoption agency or a licensed person, as the case may be, at least two months before the proposed placement of the child for adoption unless the Director consents to receive the notice at a later date.

(2) A notice of the Director's decision under subsection 65 (7) of the Act to approve the proposed placement for adoption or to refuse approval of the placement shall be in Form 17. O. Reg. 388/79, s. 39.

40. The Board of Directors of an adoption agency that is not a society shall include one or more persons with experience and training in the field of adoption service. O. Reg. 388/79, s. 40.

41.—(1) The person responsible for operation of an adoption agency that is not a society shall have the qualifications referred to in section 17 for a local director.

(2) An adoption agency that is not a society shall not employ any person to provide any case work services referred to in section 33 unless the person's qualifications have been approved by a Director. O. Reg. 388/79, s. 41.

42. Every adoption agency shall have access to the services of a legally qualified medical practitioner including a psychiatrist, a person who is registered as a psychologist under the *Psychologists Registration Act* and a barrister and solicitor. O. Reg. 388/79, s. 42.

43. Every adoption agency that is not a society shall file with a Director annually and before the renewal of its licence, a report on a form provided by the Director with respect to the operation and financial activities of the adoption agency. O. Reg. 388/79, s. 43.

44.—(1) Subject to section 45, every adoption agency and every licensed person may charge an adoptive parent for the actual expenses incurred by the adoption agency or licensed person for services provided in connection with the adoption of any child to the adoptive parent up to a maximum of \$1,500.

(2) A Director may approve an amount in excess of the maximum referred to in subsection (1), when the Director is of the opinion that the circumstances of the case justify a higher charge. O. Reg. 388/79, s. 44.

45.—(1) An adoptive parent may by notice in writing, request a Director to review an amount charged under section 44 to the parent by an adoption agency or by a licensed person.

(2) Where a Director notifies an adoption agency or a licensed person of the request for a review under subsection (1), the adoption agency or the licensed person, as the case may be, shall submit to the Director proof of the expenditures that are the subject of the review.

(3) The Director may approve the amount charged by the adoption agency or licensed person or may reduce the charge and approve the amount as reduced and the agency or licensed person, as the case may be, shall not be entitled to charge the adoptive parent in excess of the reduced charge.

(4) Where an adoption agency or licensed person submits an account of expenses for services to an adoptive parent, the adoption agency or licensed person, as the case may be, shall notify the adoptive parent of the adoptive parents' right to request a review under subsection (1) by a Director of the amount charged.

(5) In the case of an adoption agency that is not a society or licensed person, particulars of any review of an account charged by that agency or person may be taken into consideration by the Director when the Director is considering whether or not to renew the licence of the adoption agency or to issue a further licence to the licensed person, as the case may be. O. Reg. 388/79, s. 45.

46.—(1) Every adoption agency that is not a society and every licensed person shall establish and maintain a trust account in a chartered bank of Canada, a trust company registered under the *Loan and Trust*

*Corporations Act* or a Province of Ontario Savings Office in which all funds received by the adoption agency or licensed person from prospective adoptive parents shall be deposited.

(2) The moneys paid into a trust account pursuant to subsection (1) shall only be withdrawn from the account with the consent of the prospective adoptive parent for whom the moneys are held and only for expenses incurred for services provided by the adoption agency or licensed person, as the case may be, with respect to the adoption of a child by the prospective adoptive parents.

(3) Every adoption agency that is not a society and every licensed person shall keep a separate book of accounts showing all deposits and withdrawals from the trust account, the name of the prospective adoptive parent for whom the deposit or withdrawal is made and the date of each deposit or withdrawal. O. Reg. 388/79, s. 46.

47.—(1) Every adoption agency and every licensed person who has placed a child for adoption shall, within thirty days after the day on which the child was so placed, register the placement with a Director in Form 18 and file with the Director the report of the social history and medical history of the child referred to in subsection 34 (4).

(2) Where an adoption agency that is not a society or a licensed person has been unable to place a child for adoption within sixty days after a Director has approved the placement under section 65 of the Act, the adoption agency or licensed person shall forthwith after the expiration of the sixty day period notify a Director that the child has not been placed for adoption. O. Reg. 388/79, s. 47.

Form 1

Child Welfare Act

CERTIFICATE OF APPROVAL OF ESTIMATE OF NET EXPENDITURES  
FOR THE YEAR 19....

OF THE.....  
(Name of Society)

PART I—FOR COMPLETION BY MUNICIPALITIES:

I HEREBY CERTIFY that the council of the municipality of.....  
at a meeting duly called and held on the.....day of....., 19.... approved the  
Estimate of Net Expenditures of the society for 19.... (current year) in the amount of \$.....  
The total amounts payable in 19.... (current year) are as follows:

Ontario	Municipality(ies)	Total
\$ .....	\$ .....	\$ .....

and the amount payable in 19.... (current year) by this municipality is \$.....

Dated at.....

this.....day of....., 19....  
(signature of clerk)

PART II—FOR COMPLETION BY DISTRICT CHILD WELFARE BUDGET BOARDS:

WE HEREBY CERTIFY that the District Child Welfare Budget Board of.....  
(District)  
at a meeting duly called and held on the.....day of....., 19....  
approved the Estimate of Net Expenditures of the society for 19.... (current year) in the amount  
of \$ ..... The total amounts payable in 19.... (current year) are as follows:

Ontario	Municipality(ies)	Total
\$ .....	\$ .....	\$ .....

and the amounts payable in 19.... (current year) by municipalities which appointed this Board are:

Name of Municipality	Amount	Name of Municipality	Amount
.....	\$ .....	.....	\$ .....
.....	\$ .....	.....	\$ .....

Dated at..... this.....day of....., 19....  
(signature(s) of board member(s) )

## Form 2

*Child Welfare Act*

## AGREEMENT FOR TEMPORARY CARE AND CUSTODY

(under section 25 (1) of the Act)

OF

.....  
 (name of child)

THIS IS AN AGREEMENT made on the.....day of....., 19....

BETWEEN The Children's Aid Society of .....  
 (called in this Agreement "The Society")

AND .....who lives at .....  
 (name of parent) (municipal address)

.....who lives at .....  
 (name of parent) (municipal address)  
 (called in this Agreement "The Parents")

The Parents are the lawful guardians of .....  
 (name of child)

who was born on .....at .....  
 (day/month/year) (place of birth)

The Parents are unable to care for the Child for the following reasons:  
 (list)

Because of these difficulties, the Parents wish to place the Child in the temporary care of the Society.  
 The Society agrees to provide care for the Child on the following terms and conditions:

## 1. TERM OF AGREEMENT

The Child will be in the care and custody of the Society for a period of

.....  
 (weeks/months [not to exceed 6 months] )

beginning .....and ending .....  
 (date) (date)

## 2. SOCIETY RESPONSIBILITIES

During the period of this Agreement THE SOCIETY WILL:

- (a) provide food, shelter, clothing, health and dental care for the Child,
- (b) provide the following services for the Child,
- (c) provide the following services to the Parents,
- (d) keep the Parents informed of the Child's progress,
- (e) notify the Parents as soon as possible of any emergency involving the Child, or any absence of the Child from Society care,

(f) work with the Parents and the Child to plan for the return of the Child to the Parents.

3. PARENT(S) RESPONSIBILITIES

During the period of this Agreement THE PARENTS WILL:

- (a) work with the Society and the Child to plan for the return of the Child to them,
- (b) visit the Child on a regular basis at times, dates and places arranged with the Society.

Terms for visiting are set out on p. . . . . of this Agreement,

- (c) notify the Society of any change of address.

4. MEDICAL/SCHOOL RECORDS

THE PARENTS AGREE that the Society may inspect or obtain copies of all records relating to the Child or the Parents which are necessary, in the Society's opinion, to provide services to the Child. The Parents agree that if their written consent is required to release those records to the Society or to let the Society inspect them, the Society may bring the consent forms to the Parents for signature.

5. SPECIFIC TREATMENT

THE PARENTS AUTHORIZE the Society to arrange for the following treatment for the Child: (list specific medical, surgical, dental or psychiatric treatment).

The Parents understand that the Society may ask them to give their consent for treatment.

6. EMERGENCY TREATMENT

THE PARENTS AUTHORIZE the Society to obtain any treatment for the Child which is necessary in an emergency.

7. PLACEMENT

THE PARENTS AGREE that the Society may place the Child with any person who in the opinion of the Society is qualified to provide care for the Child. The Society agrees to notify the Parents if the Child is moved.

8. HELPING WITH THE COST OF CARE

THE PARENTS AGREE to contribute to the cost of the Child's care an amount determined in accordance with the appendix to this Agreement and the appendix shall form part of this Agreement.

9. REVIEW

THE PARENTS AND THE SOCIETY AGREE that the terms and conditions of this Agreement will be reviewed by them at least once before the period of care ends, and earlier if either the Parents, the Society, or the Child requests it.

10. SPECIAL TERMS

The following special terms form part of this Agreement:

VISITS

Place : .....

When: every .....from.....  
to.....

11. EXPLANATION OF THE AGREEMENT AND ACKNOWLEDGEMENT

THE PARENTS ACKNOWLEDGE that the terms and purpose of this Agreement have been explained to them before signing, and that they have received a copy of section 25 of the *Child Welfare Act* and its explanatory notes for parents.

WITNESS:	}	Children's Aid Society of
		.....
		per: .....
		.....
.....	}	.....
.....		(signature of parent)
.....	}	.....
.....		(signature of parent)

CONSENT OF CHILD TWELVE (12) YEARS OF AGE AND OVER

I have read (or have had read to me) this Agreement and it has been explained to me. I understand that I do not have to consent to this Agreement. My right to review of this Agreement has been explained to me and I understand it. I give my consent by signing may name below.

Date: ..... (signature of child)

APPENDIX

AGREEMENT FOR PAYMENT TOWARD THE COST OF CARE

OF

.....  
Name of Child

THIS IS AN AGREEMENT MADE on the.....day of....., 19....

BETWEEN The Children's Aid Society of.....  
(called in this Agreement "the Society")

AND ..... who lives at .....  
(name) (municipal address)  
..... who lives at .....  
(name) (municipal address)  
(called in this Agreement "the Parent(s)")

1. AMOUNT

THE PARENT(S) AGREE(S) to pay to the Society the sum of.....  
Dollars (\$.....) per week/month to assist with the cost of care of the Child while he/she is in the care and custody of the Society (or under the Supervision of the Society).

2. WHEN PAYABLE

THE PARENT(S) AGREE(S) to pay that amount every week/month on every.....  
(day of week)  
beginning.....and continuing as long as the Child is in the care of the  
(date)

Society under this Agreement or any extension of this Agreement or until the amount agreed upon here is changed.

3. SUPPLEMENT TO AGREEMENT FOR CARE

THE PARENT(S) AND THE SOCIETY AGREE that this Agreement for Payment toward the cost of the Child's care forms part of the Agreement for Care already signed by them (or being signed by them at the same time).

WITNESS:

The Children's Aid Society of

per:

(signature of parent)

(signature of parent)

We (I) acknowledge receipt of a signed copy of this Agreement.

Date: (signature of parent)

(signature of parent)

O. Reg. 388/79, Form 2.

Form 3

Child Welfare Act

EXTENSION AGREEMENT

(under section 25 (2) of the Act)

For the Temporary Care of

(name of child)

THIS IS AN EXTENSION AGREEMENT made on the.....day of....., 19....

BETWEEN The Children's Aid Society of.....  
(called in this Agreement "The Society")

AND .....who lives at.....  
(Name of Parent) (municipal address)

.....who lives at.....  
(Name of Parent) (municipal address)  
(called in this Agreement "The Parent(s)")

.....has been in the temporary care and custody of the Society  
(name of child)  
for the past.....under an Agreement for Care and custody signed by the  
(weeks/months)

Parents, the Society (and the Child) on.....  
(date)

An Agreement for Payment Towards the Cost of the Child's Care signed by the Parents, the Society (and the Child).....forms part of that Agreement for Care.

These Agreements have been reviewed by the Society, the Parents (and the Child) on.....  
(date)

As a result of the Review the Society and the Parents agree that the Agreement for temporary care and custody should be extended.

1. EXTENSION

THE SOCIETY AND THE PARENTS THEREFORE AGREE to extend the Agreement for Care and Custody and the Agreement for Payment towards the cost of the child's care for a further period of..... months beginning.....and ending.....  
(date) (date)

2. SAME TERMS AND CONDITIONS

THE PARENTS AND THE SOCIETY AGREE that every term and condition of the existing Agreements will continue in this Extension Agreement, or

CHANGES TO TERMS AND CONDITIONS

THE PARENTS AND THE SOCIETY AGREE to make the following changes to the terms and conditions of the existing Agreements:

- (a) Changes to Agreement for Temporary Care and Custody;
- (b) Changes to Agreement for Payment Towards Cost of Care.

3. THE SOCIETY AND THE PARENTS AGREE that all other terms and conditions of the Agreements will remain the same.

4. EXPLANATION OF THE EXTENSION AGREEMENT

THE PARENTS ACKNOWLEDGE that the terms and purpose of this Agreement have been explained to them before signing.

WITNESS: } The Children's Aid Society of  
per: .....  
..... (signature of parent)  
..... (signature of parent)

We (I) acknowledge receipt of a signed copy of this Agreement.

Date: ..... (signature of parent)  
..... (signature of parent)

CONSENT OF CHILD TWELVE (12) YEARS OF AGE AND OVER

I have read (or have had read to me) this Agreement and it has been explained to me. I understand that I do not have to consent to this Agreement.

My right to review this Agreement has been explained to me and I understand it.

I give my consent by signing my name below.

Date: .....  
.....  
(signature of Child)

O. Reg. 388/79, Form 3.

Form 4

Child Welfare Act

AGREEMENT FOR SERVICES

(under section 25 (4) of the Act)

TO MEET THE SPECIAL NEEDS OF

.....  
(name of child)

THIS IS AN AGREEMENT made on the.....day of....., 19....

BETWEEN The Children's Aid Society of.....  
(called in this Agreement "The Society")

AND .....who lives at.....  
(Name of Parent) (municipal address)  
.....who lives at.....  
(Name of Parent) (municipal address)  
(called in this Agreement "The parents")

.....(the Child) was born on  
(Name of Child)

.....at.....  
(day/month/year) (place of birth)

The Child has the following special needs

which require the following services:

The Parents cannot provide those services, and wish to place the Child into the care and custody (or under the supervision) of the Society.

The Society agrees to take the Child into its care and custody (or under its supervision).

The Society and the Parents agree to the following terms and conditions for the care (or supervision) of the Child by the Society:

1. TERM OF AGREEMENT

THE SOCIETY WILL provide care for the Child (or supervise the care of the Child) for a period  
of.....beginning.....  
(weeks months) (date)  
and ending.....  
(date)

## 2. SOCIETY RESPONSIBILITIES

During the period of this Agreement THE SOCIETY WILL:

- (a) provide the following services for the Child:  
(list)
- (b) provide the following services to the Parents:  
(list)
- (c) keep the Parents informed of the Child's progress,
- (d) notify the Parents as soon as possible of any emergency involving the Child.

## 3. PARENT(S) RESPONSIBILITIES

During the period of this Agreement THE PARENTS WILL:

- (a) visit the Child on a regular basis at times, dates and places arranged with the Society, if the Child is being cared for outside his home,
- (b) keep the Society informed of any change of address,
- (c) contact the Society's employees at regular intervals to check on the child's progress,
- (d) co-operate with the Society and/or any person providing services for the Child.

## 4. MEDICAL/SCHOOL RECORDS

THE PARENTS AGREE that the Society may inspect or obtain copies of all records relating to the Child or the Parents which are necessary, in the Society's opinion, to provide services to meet the special needs of the Child. The Parents agree that if their written consent is required to release those records to the Society or to let the Society inspect them, the Society may bring the consent form to the Parents for signature.

## 5. TREATMENT

THE PARENTS AUTHORIZE the Society to arrange for the following treatment for the Child:

(list specific medical, surgical, dental or psychiatric treatment)

The Parents understand that the Society may ask them to give their consent for treatment of the Child.

## 6. EMERGENCY TREATMENT

THE PARENTS AUTHORIZE the Society to obtain any treatment for the Child which is necessary in an emergency.

## 7. PLACEMENT

THE PARENTS AGREE that the Society may place the Child with any person who, in the opinion of the Society, is qualified to provide the care which will meet the Child's special needs. The Society agrees to notify the Parents if the Child is moved.

## 8. HELPING WITH THE COST OF CARE

THE PARENTS AGREE to contribute to the cost of the Child's care, an amount determined in accordance with the appendix to this Agreement and the appendix shall form part of this Agreement.



.....who lives at.....  
(name) (municipal address)  
  
(called in this Agreement "the Parent(s)")

1. AMOUNT

THE PARENT(S) AGREE(S) to pay to the Society the sum of.....  
  
Dollars (\$.....) per week/month to assist with the cost of care of the Child while he/she is  
in the care and custody of the Society (or under the Supervision of the Society).

2. WHEN PAYABLE

THE PARENT(S) AGREE(S) to pay that amount every week/month on every.....  
(day of week)  
  
beginning.....and continuing as long as the Child is in the care of the  
(date)  
  
Society under this Agreement or any extension of this Agreement or until the amount agreed upon  
here is changed.

3. SUPPLEMENT TO AGREEMENT FOR CARE

THE PARENT(S) AND THE SOCIETY AGREE that this Agreement for Payment toward the cost of the  
Child's care forms part of the Agreement for Care already signed by them (or being signed by them  
at the same time).

WITNESS:

.....

} The Children's Aid Society of  
.....  
per: .....  
.....  
(signature of parent)  
.....  
(signature of parent)

We (I) acknowledge receipt of a signed copy of this Agreement.

Date: .....  
(signature of parent)  
.....  
(signature of parent)

O. Reg. 388/79, Form 4.

Form 5

Child Welfare Act

AGREEMENT FOR SERVICES  
(under section 25 (11) of the Act)

.....  
(name of person)

A person sixteen or more years of age and under eighteen  
years of age.

(d) co-operate with any person who will be providing services to him/her on behalf of the Society.

4. MEDICAL/SCHOOL RECORDS

..... agrees that the Society may inspect or obtain  
(name)

copies of all records relating to him/her which in the opinion of the Society are necessary to provide services during the period of this Agreement.

..... further agrees that if his/her written consent  
(name)

is required to release those records to the Society or to let the Society inspect them, the Society may bring the consent to him/her for signature.

5. TREATMENT

..... authorizes the Society to arrange for the  
(name)

following treatment for him/her.

(list specific medical, surgical, dental or psychiatric treatment)

..... understands that the Society may ask him/her  
(name)

to give his/her consent for treatment.

6. EMERGENCY TREATMENT

..... authorizes the Society to obtain any treat-  
(name)

ment for him/her which is necessary in an emergency.

7. HELPING WITH THE COST OF CARE

..... agrees to contribute to the cost of his/her  
(name)

care an amount that may be agreed in writing between himself/herself and the Society. Any amount so agreed is considered to be part of this Agreement.

8. SPECIAL TERMS

The following special Terms form part of this Agreement:

(list)

9. REVIEW

..... AND THE SOCIETY AGREE to review the terms  
(name)

and conditions of this Agreement at least once every year, and earlier if requested.

10. EXPLANATION OF THE AGREEMENT AND ACKNOWLEDGMENT

..... acknowledges that the terms and purposes of  
(name)

the Agreement have been explained to him/her before signing.

.....further understands that this Agreement  
(name)

is not binding unless and until a Director of Child Welfare consents to it.

WITNESS:  
  
.....

}

The Children's Aid Society of  
  
.....  
per: .....  
  
.....  
(signature of 16-18 year old)

Consent of Director of Child Welfare: .....

O. Reg. 388/79, Form 5.

Form 6

File Number

Child Welfare Act

REPORT TO CHILD ABUSE REGISTER

Please print clearly or type

Identification of Child			
Last Name		Known as (if applicable)	
<div></div>		<div></div>	
First Name(s)		Sex [ ] M [ ] F	Birthdate day month year
<div></div>		<div></div>	<div></div>
Identification of Alleged Abuser(s)			
Last Name		Known as (if applicable)	
<div></div>		<div></div>	
First Name(s)		Age	
<div></div>		<div></div>	
Mailing Address			
<div></div>			
Last Name		Known as (if applicable)	
<div></div>		<div></div>	
First Name(s)		Age	
<div></div>		<div></div>	
Mailing Address			
<div></div>			

Relationship to this child

☐ Father ☐ Mother ☐ Sibling ☐ Other relative ☐ Unrelated

UNRELATED, specify

☐ C.L. Parent ☐ Step-parent ☐ Foster Parent ☐ Other (describe)

Indications of Abuse

☐ Abrasions ☐ Burns/Scalding ☐ Malnutrition  
☐ Bruises ☐ Fractures ☐ Poisoning  
☐ Dislocation ☐ Subdural Haematoma ☐ Drug/Alcohol abuse  
☐ Internal injuries ☐ No visible injuries  
☐ Sexual molestation ☐ Other (specify)  
☐ Incest  
☐ Mental ill health (describe)

Incident		Number of children under 16 years of age living at home at time of incident	
Date of Incident	<div> <div> <div>day</div> <div>month</div> <div>year</div> </div> <div> <div>Date not known</div> <div><input type="checkbox"/></div> </div> </div>	<div> <div>Previous Incident</div> <div><input type="checkbox"/></div> </div> <div> <div>Date Incident reported to C.A.S.</div> <div> <div>day</div> <div>month</div> <div>year</div> </div> </div>	
Place of Incident	<div> <div>Child's home</div> <div><input type="checkbox"/></div> </div> <div> <div>Other (specify)</div> <div></div> </div>	Did Child die? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Previous reported abuse of child by this or any other Alleged Abuser(s)	<div> <div><input type="checkbox"/> Yes <input type="checkbox"/> No</div> <div>If yes, state jurisdiction number of reporting C.A.S.</div> </div>		





Reporting Society

Name of Society

Date

Jurisdiction No.

Name(s) of Caseworker(s)

Authorized Signature

O. Reg. 388/79, Form 6.

Form 7

Child Welfare Act

FOLLOW-UP REPORT TO CHILD ABUSE REGISTER

Please print clearly or type

Identification			REPORT
Name of Child – Last Name		First Name(s)	<input type="checkbox"/> 4 month follow-up
Does Name of Child Correspond with Name on Initial Report? <input type="checkbox"/> Yes <input type="checkbox"/> No		Specify Corrections	<input type="checkbox"/> Annual Report Year 1 2 3
Name(s) of Alleged Abuser(s) — Last Name		First Name(s)	Other:.....
			<input type="checkbox"/> Final Report
Last Name		First Name(s)	
Do the names of alleged Abuser(s) identified correspond with those on Initial Report? <input type="checkbox"/> Yes <input type="checkbox"/> No		Specify Corrections	Did Child die? <input type="checkbox"/> Yes <input type="checkbox"/> No

Action taken on behalf of Child

C.A.S. and Medical Action

Stresses Presented	Services Provided		Level of Condition					
	Services provided C.A.S./ community	No services available	Stress not applicable	Significant deterioration	Slight deterioration	Unchanged	Slight improvement	Significant improvement
family Problems								
mental health								
physical stress/injury								
acculturation								
housing								
other								

A failure to [ ] thrive infant	[ ] Premature	Physically [ ] handicapped	Mentally [ ] handicapped
Describe other indicators that Child unwanted, difficult, or provocative			
.....			
.....			
.....			

Charges laid [ ] Yes [ ] No	If YES, <input type="checkbox"/> Criminal Code <input type="checkbox"/> Child Welfare Act	Status of proceedings <input type="checkbox"/> Charges withdrawn <input type="checkbox"/> Trial pending <input type="checkbox"/> Charge(s) dismissed <input type="checkbox"/> Accused convicted <input type="checkbox"/> Accused sentenced
<b>Disposition</b>  		
<b>Person(s)</b> Charged – Last Name  	<b>First Name(s)</b>  	
<b>Last Name</b>  	<b>First Name(s)</b>  	
<b>No charges laid, explain</b>  		

Status of case	Application for protection made	If YES, date			If NO, explain
Care by agreement	<input type="checkbox"/> Yes <input type="checkbox"/> No	day	month	year	
<input type="checkbox"/> On adjournment	<input type="checkbox"/> Application dismissed	<input type="checkbox"/> Supervision	<input type="checkbox"/> Society Wardship	<input type="checkbox"/> Crown Wardship	
Child in care and custody of (name)					

Referred to: <input type="checkbox"/> Another C.A.S., in Ontario (specify Jurisdiction No.) <input type="checkbox"/> Outside Ontario	File closed <input type="checkbox"/> Yes <input type="checkbox"/> No Date <table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> day month year						
<input type="checkbox"/> File open for reasons other than Child Abuse							
<input type="checkbox"/> Whereabouts of Child Abuser(s) Unknown <input type="checkbox"/> Other (specify)							

Society Reporting

Name of Society	Jurisdiction No.	Date
Name(s) of Caseworker(s)	Authorized Signature	

O. Reg. 388/79, Form 7.

Form 8

Child Welfare Act

CHILD ABUSE REGISTER

File Number

Date of Filing

Day/Month/Year

Identification of Child

Last Name	Known as (if applicable)	
First Name(s)	Sex	day/month year
	[ ] M [ ] F	Birthdate

Identification of Alleged Abuser(s)

Last Name	Known as (if applicable)	
First Name(s)	Age	
Mailing Address		
Last Name	Known as (if applicable)	
First Name(s)	Age	
Mailing Address		

Relationship to this Child

☐ Father    ☐ Mother    ☐ Sibling    ☐ Other Relative    ☐ Unrelated

Unrelated, specify

☐ C.L. Parent    ☐ Step-Parent    ☐ Foster Parent    ☐ Other (describe)

Incident

Date of Incident	day month year	Date not known <input type="checkbox"/>	Previous Incident <input type="checkbox"/>
		Date Incident Reported to C.A.S.	
		day month year	

Reporting Society

Name of Society	Jurisdiction No.	Date
Name(s) of Caseworker(s)	Authorized Signature	

O. Reg. 388/79, Form 8.

Form 9

Child Welfare Act

APPLICATION FOR A LICENCE TO OPERATE AN ADOPTION AGENCY

To: A Director of  
The Ministry of Community and Social Services  
Appointed for the purposes of the *Child Welfare Act*

The applicant, \_\_\_\_\_, a corporation without share  
(name of corporation)  
capital, incorporated under the laws of \_\_\_\_\_  
(jurisdiction of incorporation)  
on \_\_\_\_\_ hereby applies to the Director for a licence under the *Child*  
(date)

*Welfare Act* to establish, operate or maintain an adoption agency under section 60 of the Act, and in support thereof states the following:

1. The applicant corporation has (not) applied for a previous licence under this section or under any comparable provision in any other jurisdiction (if so, list dates of application and, if applicable, dates issued, licence numbers and jurisdiction of issue).
2. The mailing address of the applicant corporation is:
3. The telephone number of the applicant corporation is:



6. The history of the applicant corporation including previous operations is as follows: (use separate page if necessary)
7. Attached to this Application as Schedule..... is a copy of the applicant corporation's audited financial statement for the fiscal year ending the.....day of....., 19....  
(strike out if a new operation and initial)
8. Attached to this Application as Schedule..... is a projected financial statement for the fiscal year ending the.....day of....., 19....
9. The person responsible for the operation of the adoption agency will be.....  
(name)  
of the.....of.....  
(city/town, etc.) (municipality name)  
.....and whose qualifications are attached hereto as Schedule.....  
(occupation)
10. The proposal for staffing the adoption agency is as follows: (indicate classifications, qualifications and work experience and number of persons in each classification)
11. List staff already hired: (give names and classifications)
12. List access to professional services required under section 42 of Regulation 96 of Revised Regulations of Ontario, 1980 (give names of professionals, addresses, credentials and basis of access, e.g., fee for service, employee, etc.):
13. The applicant corporation hereby agrees to comply with the provisions of the *Child Welfare Act* and Regulations made thereunder.

In witness whereof the corporate seal has been affixed hereto, attested to by the authorized signing officer(s) of the corporation.

.....  
(corporate name)

.....  
President

.....  
Secretary

Dated this.....day  
of....., 19.... at  
the.....  
(city/town, etc.)  
of.....  
in the.....  
(municipality, etc.)  
of.....and  
Province of Ontario.

## AFFIDAVIT OF BONA FIDES

PROVINCE OF ONTARIO

IN THE MATTER OF the *Child Welfare Act*

and of the application of

(name of corporation)

.....OF.....

To Wit:

I, .....  
(names in full)of the ..... of ..... in the ..... of  
..... in the Province of Ontario, .....  
(calling)

## MAKE OATH AND SAY THAT:

1. I am a member of the Board of Directors of .....  
(name of corporation)
2. I have a knowledge of the matter and the statements in the annexed application contained are, to the best of my knowledge and belief, true in substance and in fact.
3. Each of the members of the Board of Directors is eighteen or more years of age and each members' name and description have been accurately set out in the application.
4. The application is made in good faith and is not made for any improper purpose.

SWORN before me at the .....  
of ..... in the .....  
of ..... this .....  
day of ....., A.D. 19....

(signature of applicant)

(signature of a commissioner, notary  
public, etc.)

O. Reg. 388/79, Form 9.

## Form 10

*Child Welfare Act*

## LICENCE TO OPERATE AN ADOPTION AGENCY

No.....

Date of Issue.....

Under the *Child Welfare Act* and the regulations and subject to the limitations thereof, this licence is granted to

(name of applicant)

(address)

to establish, operate or maintain an adoption agency under the name of  
.....  
at.....  
(address)

1. This licence expires on the.....day of....., 19....
2. This licence is subject to the following conditions:

.....  
Signature of Director

Licence No.....is  
hereby renewed subject to:  
  
for a period ending: .....  
  
.....  
Signature of Director

Licence No.....is  
hereby renewed subject to:  
  
for a period ending: .....  
  
.....  
Signature of Director

O. Reg. 388/79, Form 10.

Form 11

Child Welfare Act

APPLICATION FOR A LICENCE FOR ADOPTION PLACEMENT

To: A Director of  
  
The Ministry of Community and Social Services  
  
appointed for the purposes of the  
*Child Welfare Act*  
  
The applicant, .....  
(name in full)  
  
.....hereby applies to the Director for a licence under the *Child*  
(occupation)  
  
*Welfare Act*, to place a child ..... to be ..... born on or about the .....  
(strike out if inapplicable)  
  
day of....., 19.... to.....  
(name(s) of natural parent or parent(s) in full)  
  
of.....  
(address)  
  
for the purpose of adoption.  
  
The said child will be placed for adoption with  
..... of  
(names of adoptive parents in full)

.....  
(address)

The applicant hereby recommends.....  
(name in full)

.....of  
(occupation) (present employer and position)

.....to conduct a homestudy for the purposes of the Act.  
(address)

Dated at.....,this.....day of....., 19.....  
(place)

.....  
(witness) (signature of applicant)

O. Reg. 388/79, Form 11.

Form 12  
*Child Welfare Act*  
LICENCE FOR ADOPTION PLACEMENT  
(under section 60 (5) of the Act)

No..... Date of Issue.....

Under the *Child Welfare Act* and regulations thereunder and subject to the limitations thereof, this licence is granted to

.....  
(name of applicant)

.....  
(address)

for the placement of a child for the purpose of adoption with

.....at  
(name)

.....  
(address)

1. This licence expires on the.....day of....., 19....
2. This licence is subject to the following conditions:

.....  
(Signature of Director)

Form 13

Child Welfare Act

NOTICE OF INTENTION

To: .....  
(name of agency or individual(s) )  
.....  
(address)

Take notice that pursuant to the authority vested in me under the *Child Welfare Act*, I propose to

- ☐ refuse to issue a licence to you
- ☐ refuse to renew a licence to you
- ☐ suspend your licence effective .....
- ☐ revoke your licence effective .....
- ☐ impose the following terms and conditions on your licence:  
.....  
.....  
.....  
.....

- ☐ impose the following terms and conditions on the adoption placement:  
.....  
.....  
.....  
.....

- ☐ refuse approval of the adoption placement for the following reasons:  
.....  
.....  
.....  
.....

And take notice also that under the provisions of section 6 of the *Children's Residential Services Act*, you have a right to have a hearing of this matter before the Board of Review which has been appointed under section 3 of the *Children's Residential Services Act*, but in order to obtain such a hearing you must within fifteen days of the receipt of this notice, request such a hearing by completing and sending to me and to the Board of Review a request for hearing in Form 14.

Date: .....  
.....  
(signature of a Director)  
Ministry of Community and Social Services

Form 14

*Child Welfare Act*

REQUEST FOR HEARING BY AN AGENCY OR AN INDIVIDUAL

To: A Director of  
The Ministry of Community and Social Services  
Appointed for the purposes of the *Child Welfare Act*

AND To: The Chairman of  
The Children's Services Review Board,  
Legislative Buildings,  
Toronto, Ontario M7A 1E9.

Name of Applicant(s) .....

Address of Applicant(s) .....

I/We am/are requesting a hearing by the Board of Review appointed under section 3 of the *Children's Residential Services Act* in respect of the decision of a Director of the Ministry of Community and Social Services appointed for the purposes of the *Child Welfare Act* to:

- ☐ refuse to issue a licence
- ☐ refuse to renew
- ☐ suspend a licence
- ☐ revoke a licence
- ☐ attach the following terms and conditions to the licence:

.....  
.....

- ☐ intending to reject me/us as (an) adoptive applicant(s)
- ☐ other (specify)

.....  
(signature of applicant(s) )

Form 15

Child Welfare Act

NOTICE OF HEARING TO AGENCY OR INDIVIDUAL

To: .....  
(name of applicant or licensee)  
.....  
(address of applicant or licensee)

Take notice that a hearing will be held by the Children's Services Review Board appointed under the *Children's Residential Services Act* in respect of the decision of a Director appointed for the purposes of the *Child Welfare Act* to:

- ☐ refuse to issue a licence to you
- ☐ refuse to renew your licence
- ☐ revoke your licence
- ☐ attach terms and conditions to your licence
- ☐ other (give details below)

.....  
.....  
.....  
.....

And take notice that the hearing will be held at..... o'clock in the..... noon on the..... day of....., 19.... at.....

And take notice that the rules of procedure applicable to the hearing are contained in the *Children's Residential Services Act* and that in accordance with the said rules of procedure you are a party to the hearing and as such are entitled to be represented at the hearing by counsel or by your agent.

And further take notice that if a party who has been duly notified does not attend at the hearing, the Board of Review may proceed in his absence and he is not entitled to notice of any further proceedings.

..... (date) ..... (signature of Chairman of Board of Review)

Form 16

*Child Welfare Act*

NOTICE TO A DIRECTOR OF A PROPOSED PLACEMENT

To: A Director of Child Welfare

A child born (yet to be born) to

.....on  
(name of natural parents in full)

.....is  
(date of birth or expected date of birth)

proposed to be placed with.....  
(names of adoptive parents in full)

with a view to adoption. The placement, if approved, will be supervised by.....  
(name of

supervising social worker)

.....  
(signature)

.....

O. Reg. 388/79, Form 16.

Form 17

*Child Welfare Act*

APPROVAL/REFUSAL OF A DIRECTOR

TO BE COMPLETED BY A DIRECTOR:

(Delete 1 or 2 as applicable and initial)

1. I approve of the above proposed placement.
2. I refuse approval of the above proposed placement for the following reasons:

.....  
(signature of a Director)

O. Reg. 388/79, Form 17.

Form 18

Child Welfare Act

REGISTRATION OF PLACEMENT OF CHILD FOR ADOPTION

To: The Director of the Child Welfare Branch,  
Ministry of Community and Social Services,  
Legislative Buildings,  
Toronto, Ontario M7A 1E9.

I have placed a child with the person(s) named herein on the understanding that such person(s) will adopt the child.

I hereby register the placement of the child with you, and I make the following statements in respect thereof:

- 1. My name is.....  
(print name in full)
- 2. I reside at.....
- 3. The name of the child is.....
- 4. The child was born at.....on the.....day of....., 19....
- 5. The mother of the child is.....who resides at.....
- 6. The father of the child is.....who resides at.....
- 7. I.....related to the child. If related, what is the relationship? ("am" or "am not")
- 8. I placed the child on the.....day of....., 19...., with.....who resides at.....and who is (are)....., and who (marital status—see Note)  

related  
is (are) not related

|

to the child.

If related, what is the relationship? .....
- 9. Did the mother consent to the placement? ..... ("yes" or "no")
- 10. Did the father consent to the placement? ..... ("yes" or "no")
- 11. If the child is married, did the spouse consent to the placement? ..... ("yes", "no" or "not applicable")
- 12. Name and address of person(s), institution or society that cared for the child before placement .....

I CERTIFY that the above statements are true and correct.

Dated at.....,  
 this.....day of  
 ....., 19....

.....  
 (signature)

(Note re marital status in item 8. Insert "married", "unmarried", "a widow", "a widower", "separated" or "divorced".)

O. Reg. 388/79, Form 18.

## REGULATION 97

### under the Child Welfare Act

#### PRACTICE AND PROCEDURE OF SOCIETIES

1. In this Regulation, "social worker" means social worker as defined in clause 16 (1) (b) of Regulation 96 of Revised Regulations of Ontario, 1980. O. Reg. 389/79, s. 1.

2.—(1) Every society shall classify its social workers according to the following classifications:

1. Social Work Assistant
2. Social Worker I
3. Social Worker II
4. Social Worker III
5. Social Worker IV
6. Social Worker V

(2) The social workers referred to in subsection (1) shall have the qualifications referred to in section 19 of Regulation 96 of Revised Regulations of Ontario, 1980. O. Reg. 389/79, s. 2.

3.—(1) Every child in care of a society shall be given a medical and dental examination as soon as is practicable after the admission of the child to care, and thereafter shall be given a medical and dental examination at least once a year.

(2) A report of each medical and dental examination shall be recorded and any treatment recommended in the report shall be carried out within the times recommended therein.

(3) Where necessary and available, psychological and psychiatric assessments and treatment shall be provided and recorded for any child in the care of a society in accordance with the needs of the child. O. Reg. 389/79, s. 3.

4. Every society shall maintain and encourage contact between a child in care and the child's family unless, in the opinion of the society, such contact is not in the best interests of the child. O. Reg. 389/79, s. 4.

5.—(1) Every child admitted into the care of a society shall be placed by the society in a setting that is in keeping with the child's needs.

(2) Where practicable, a child admitted into the care of a society shall not be placed by the society in a foster home or other home unless the child has previously visited the home at least ten days before the placement.

(3) Every child placed in a foster home or other home shall be visited by a social worker,

- (a) within seven days after the child's admission to the home;
- (b) at least once within thirty days after the visit referred to in clause (a); and
- (c) at least once every three months after the visit referred to in clause (b),

except where the local director directs otherwise. O. Reg. 389/79, s. 5.

6.—(1) Every society, in the case of an application to board or adopt a child in care of the society, shall,

- (a) within thirty days after receiving an application to board or adopt a child, begin an investigation of the applicant and the home of the applicant;
- (b) record a description of the home of the applicant and make and record an assessment of the home of the applicant and the applicant's competence and suitability as a foster parent or adoptive parent, as the case may be; and
- (c) in the case of an adoption, re-assess the adoptive home before the placement of the child therein, if the assessment of the home referred to in clause (b) has not been made within six months of the proposed placement.

(2) Where a child has been placed in a foster home and an assessment of the home has been made under clause (1) (b), the society shall re-assess the foster home at least once a year during the placement. O. Reg. 389/79, s. 6.

7.—(1) Where a mother of a child born outside of marriage or a father or putative father of such child seeks aid from a society, a social worker of the society shall interview the person seeking aid and shall give whatever guidance and counselling that may be appropriate in the circumstances.

(2) Within twenty-one days of the first interview with a person seeking aid under subsection (1), the society shall prepare and record a plan of assistance and the plan shall thereafter be reviewed and, if necessary, amended at intervals of not more than sixty days. O. Reg. 389/79, s. 7.

8.—(1) Every society that receives information under section 49 of the Act concerning the abuse of a child shall enquire of the Director who maintains the register established under subsection 52 (3) of the Act, within three days after receiving the information, to determine whether any person referred to in the information has been previously identified in the register.

(2) A report by a society to the Director under subsection 52 (2) of the Act of verified information concerning the abuse of a child shall be made within fourteen days after the information is verified by the society in the manner determined by the Director.

(3) Where a case concerning the abuse of a child has been reported by a society under subsection 52 (2) of the Act and the case has not been closed by a society, a

further report made under subsection 27 (3) of Regulation 96 of Revised Regulations of Ontario, 1980 by the society to the Director who maintains the register established under subsection 52 (3) of the Act shall be made within four months after the making of the original report made under subsection 52 (2) of the Act and subsequent reports of the case to the Director shall be made on each anniversary of the original report until the case is closed by the society.

(4) A case concerning the abuse of a child reported to the register by a society under subsection 52 (2) of the Act shall not be closed by the society until the treatment or prevention of the abuse is no longer the primary objective of the society's involvement with the family or because the case has been referred to another society or child protection agency recognized by a jurisdiction outside of Ontario. O. Reg. 389/79, s. 8.

## REGULATION 98

### under the Children's Institutions Act

#### GENERAL

##### INTERPRETATION

#### 1. In this Regulation,

- (a) "architect" means an architect who is a member in good standing of the Ontario Association of Architects;
- (b) "board" means the board of directors of an approved corporation or a children's institution;
- (c) "Director" means an employee of the Ministry of Community and Social Services appointed by the Minister as a director for all or any of the purposes of the Act and this Regulation;
- (d) "licensed public accountant" means a public accountant licensed under the *Public Accountancy Act*;
- (e) "parent" means a person in whose charge a child is, but does not include a children's aid society established under the *Child Welfare Act*;
- (f) "physician" means a legally qualified medical practitioner;
- (g) "professional engineer" means a professional engineer who is a member in good standing of the Association of Professional Engineers of the Province of Ontario;
- (h) "resident" means a child or other person who resides in a children's institution. R.R.O. 1970, Reg. 88, s. 1; O. Reg. 382/72, s. 1; O. Reg. 621/79, s. 1.

##### CLASSES OF CHILDREN'S INSTITUTIONS

2. For the purposes of subsection 3 (1) of the Act, the following classes of children's institutions may be approved by the Minister,

- (a) children's institutions in which provision is made for the board, lodging and supervisory care of its residents;
- (b) children's institutions in which in addition to board, lodging and supervisory care provision is made for a program for the care of residents who, on the basis of objective psychological and medical findings, are considered to have

difficulty in adjusting to or benefitting from normal family relationships or in adjusting to or coping with regular community life;

- (c) children's institutions for miscellaneous purposes. O. Reg. 464/79, s. 1, *part*; O. Reg. 399/80, s. 1.

##### RULES GOVERNING INSTITUTIONS

3.—(1) Every corporation applying for approval of a children's institution under section 3 of the Act shall file with the Minister evidence that the premises used or to be used as a children's institution comply with,

- (a) the laws affecting the health of inhabitants of the municipality in which the institution is located;
- (b) any rule, regulation, direction or order of the local board of health and any direction or order of the local medical officer of health;
- (c) any by-law of the municipality in which the institution is located or other law for the protection of persons from fire hazards;
- (d) any restricted area, standard of housing or building by-law passed by the municipality in which the institution is located pursuant to Part III of the *Planning Act* or any predecessor thereof;
- (e) the requirements of Regulation 87 of Revised Regulations of Ontario, 1980 made under the *Building Code Act*; and
- (f) the requirements of Regulation 794 of Revised Regulations of Ontario, 1980 made under the *Power Corporation Act*.

(2) Before approving a children's institution under section 3 of the Act, the Minister shall be satisfied that the proposed children's institution complies with the requirements referred to in subsection (1). O. Reg. 464/79, s. 3.

4.—(1) In every children's institution, the board shall provide,

- (a) nourishing meals at regular intervals prepared by or under the supervision of a competent person;
- (b) adequate and sanitary supplies of milk and drinking water;

## (c) sleeping accommodation,

- (i) in rooms located on the ground floor or on the floor immediately above the ground floor for each resident under sixteen years of age with a minimum of 400 cubic feet of air space and fifty square feet of floor space for each resident to which this sub-clause applies, and
- (ii) in rooms with a minimum of 600 cubic feet of air space and seventy-five square feet of floor space for each resident sixteen years of age or over,

with beds so placed that no bed overlaps a window or radiator and no bed is nearer to any other bed than  $2\frac{1}{2}$  feet;

- (d) toilet and bathing facilities that are readily accessible to all residents, with a minimum of one wash basin and one flush toilet for every five residents and one bath tub or shower for every eight residents;
- (e) an outside play area, maintained in a safe and sanitary condition and having a minimum of 100 square feet of space for each resident; and
- (f) an inside play area, maintained in a safe and sanitary condition and having a minimum of 50 square feet of space for each resident.

(2) The board shall ensure that a minimum temperature of 68° F. is maintained in the institution from the 1st day of October to the 31st day of May. R.R.O. 1970, Reg. 88, s. 5.

5. In every children's institution, the board shall ensure that,

- (a) all fire hazards in the institution are eliminated and the recommendations of an officer authorized to inspect buildings under the *Fire Marshals Act* are carried out;
- (b) there is adequate protection from radiators or other heating equipment;
- (c) the water supplies are adequate for all normal needs including those of fire protection;
- (d) there are at least two separate means of egress to the outside from floors with sleeping accommodation;
- (e) the fire protection equipment, including the sprinkler system, fire extinguishers, hose and stand pipe equipment are visually inspected at least once a month and serviced at least once a year by qualified personnel;

(f) the fire alarm system is inspected at least once a year by qualified fire alarm maintenance personnel and tested at least once every month;

(g) at least once a year the heating equipment is serviced by qualified personnel and the chimneys are inspected, and cleaned if necessary;

(h) a written record is kept of inspections and tests of fire equipment, fire drills, the fire alarm system, the heating system and chimneys;

(i) the staff and residents are instructed in the method of sounding the fire alarm;

(j) the staff are trained in the proper use of the fire extinguishing equipment;

(k) a procedure is established that is to be followed when a fire alarm is given, including the duties of the staff and residents;

(l) the staff and residents are instructed in the procedure established under clause (k) and the procedure is posted in conspicuous places in the institution;

(m) where matches are used, only safety matches are issued to the staff and residents;

(n) the procedure established under clause k is practised at least once a month using the fire alarm to initiate the drill;

(o) an inspection of the building, including the equipment in the kitchen and laundry, is made each night to ensure that there is no danger of fire and that all doors to stairwells, all fire doors and all smoke barrier doors are kept closed;

(p) adequate supervision is provided at all times for the security of the residents and the institution;

(q) the institution is kept clean and free of combustible rubbish;

(r) all exits are clear and unobstructed at all times;

(s) combustible draperies, curtains, decorations and similar materials are suitably treated to render them resistant to the spread of flame and are retreated when necessary;

(t) receptacles into which electric irons are plugged are equipped with pilot lights;

(u) lint traps in the laundry are cleaned out after each use of the equipment;

- (v) flammable liquids used in the institution are stored in suitable containers in non-combustible cabinets;
- (w) large non-combustible ash trays are provided where smoking is permitted;
- (x) no vaporizing liquid fire extinguishers are kept or used in the institution; and
- (y) no sprinkler heads and fire detector heads are painted. R.R.O. 1970, Reg. 88, s. 6.

6. A children's institution located in a municipality that does not have public fire protection shall be provided with a complete automatic sprinkler system that complies with Regulation 87 of Revised Regulations of Ontario, 1980 made under the *Building Code Act*. O. Reg. 464/79, s. 4.

7. In every children's institution the board shall,

- (a) provide opportunities for the religious education of each resident in accordance with the wishes of his parent and make it possible for all residents to attend suitable religious services;
- (b) provide opportunities for the residents to participate in recreational, rehabilitative and hobby-craft activities; and
- (c) ensure that each resident receives, at all times, care adequate for and consistent with his individual needs. R.R.O. 1970, Reg. 88, s. 8.

8.—(1) In this section,

- (a) "child care worker" means a person qualified by education, formal training or experience to work with children in a children's institution and whose duties are limited to the direct relationship with and supervision of the residents;
- (b) "social worker" means a person who has successfully completed a two-year course of professional education at a school of social work approved by the Minister. R.R.O. 1970, Reg. 88, s. 9 (1).

(2) In every children's institution there shall be at least one competent staff member on full-time duty or the equivalent thereof for every four residents in the institution and the staff shall include in the case of an institution that is referred to in clause 2 (b) at least,

- (a) one child care worker for every ten residents in the institution; and
- (b) one social worker. O. Reg. 464/79, s. 5.

9.—(1) A board shall appoint a person as superintendent of the children's institution maintained and

operated by it who shall be approved by the Minister and shall be responsible to the board for the efficient management and operation of the institution.

(2) Each superintendent and staff member shall be a person who,

- (a) is sympathetic to the welfare of the residents of the institution;
- (b) has adequate knowledge, understanding and experience to recognize and meet the needs of the residents and the ability to cope with their problems; and
- (c) is of suitable age, health and personality to carry out his respective duties. R.R.O. 1970, Reg. 88, s. 10.

10.—(1) No board shall appoint a superintendent or person to act temporarily as superintendent or employ a person on the staff of the children's institution maintained and operated by it until the person so appointed or employed has obtained from a physician a certificate certifying that he is,

- (a) free from active tuberculosis or other communicable or contagious disease; and
- (b) physically fit to undertake his duties in the institution.

(2) At least once a year the superintendent and each staff member of the institution shall obtain the certificate prescribed in subsection (1). R.R.O. 1970, Reg. 88, s. 11.

11. Where a resident of a children's institution dies, the superintendent shall give notice of the death to a coroner other than a coroner who is the physician appointed under section 13 as the physician for the institution. R.R.O. 1970, Reg. 88, s. 12.

#### ADDITIONAL POWERS AND DUTIES OF PROGRAM ADVISERS

12. A program adviser shall inspect,

- (a) each children's institution for the purpose of determining compliance with the Act and this Regulation and for any other purpose as required by the Minister;
- (b) the building or buildings and accommodation, the sanitary and eating facilities, the recreational, rehabilitative and hobby-craft facilities and equipment, the fire equipment and fire precautions; and
- (c) the dietary standards and appraise the nutritional standards for the children, including those on special diets. R.R.O. 1970, Reg. 88, s. 13 (2); O. Reg. 464/79, s. 6 (3).

## MEDICAL AND RELATED OR ANCILLARY SERVICES

13. Each board shall appoint one or more physicians to each children's institution operated by it to ensure that medical services are provided for each resident in accordance with his needs. R.R.O. 1970, Reg. 88, s. 14.

14.—(1) In this section, "attending physician" means a legally qualified medical practitioner other than the physician for a children's institution who is appointed under section 13.

(2) All medical services, programs and procedures and medications provided or used in the institution are subject to the approval of the physician for the institution.

(3) The physician for the institution shall make an annual written report to the board summarizing the general health conditions of the residents, the medical and nursing services provided to them and the dietary standards in the institution and shall include in the report any recommendations that he considers necessary to ensure proper conditions of health and an adequate state of well-being for the residents, and shall make such other reports as the board or Minister requires.

(4) The physician for the institution shall,

- (a) inspect the sanitary conditions in the institution at least once a month;
- (b) report on such inspections to the board; and
- (c) take any steps that he considers necessary to correct insanitary conditions. R.R.O. 1970, Reg. 88, s. 15 (1-4).

(5) The physician for the institution shall attend and prescribe medication or treatment for any resident who has no attending physician or whose parent requests that the services of the physician for the institution be made available to the resident and, where the resident is in the care and custody of a children's aid society under the *Child Welfare Act* upon the request of the children's aid society. O. Reg. 464/79, s. 7.

(6) At least once a year, each resident of the institution shall be given a complete medical examination by the physician for the institution or the attending physician.

(7) The physician for the institution or the attending physician shall make a detailed written report of the results of each medical examination of a resident and any recommendations pertaining thereto and the report shall be kept along with the other records of the resident.

(8) A resident shall be given such special diet as the physician for the institution or the attending physician directs.

(9) The board shall ensure the provision of such nursing services as are from time to time considered necessary by the physician for the institution or the attending physician. R.R.O. 1970, Reg. 88, s. 15 (6-9).

15.—(1) In this section and sections 16, 17 and 18,

(a) "actual cost" means the cost of a building project and includes,

- (i) fees payable for the services of an architect, professional engineer, or other consultant,
- (ii) the cost of purchasing and installing furnishings and equipment,
- (iii) the cost of land surveys, soil tests, permits, licences and legal fees,
- (iv) the cost of paving, sodding and landscaping, and
- (v) the cost of acquiring the land necessary for the building project;

(b) "approved cost" means that portion of the actual cost of a building project approved by the Minister;

(c) "architect" means an architect who is a member in good standing of the Ontario Association of Architects;

(d) "building project" means a project composed of one or more of the following elements:

- (i) the purchase or other acquisition of all or any part of an existing building or buildings including the land contiguous thereto,
- (ii) any renovations or alterations to an existing building or buildings,
- (iii) additions to an existing building or buildings,
- (iv) the purchase or other acquisition of vacant land for the purpose of constructing a building or buildings thereon,
- (v) the erection of a new building, or any part thereof,
- (vi) the demolition of a building, and
- (vii) the installation of public utilities, sewers and items or services necessary for access to the land or building or buildings.

(2) The amount of a payment under section 5 of the Act to an approved corporation for those elements of a

building project referred to in subclauses (1) (d) (i), (iii), (iv), (v), (vi) and (vii) shall be an amount not to exceed \$5,000 per bed.

(3) The amount of a payment under section 5 of the Act to an approved corporation for those elements of a building project referred to in subclause (1) (d) (ii) shall be an amount not to exceed \$1,200 per bed. O. Reg. 464/79, s. 8, *part*.

16.—(1) An application for a payment under section 5 of the Act for a building project shall be made to the Minister on a form provided by the Minister.

(2) An applicant who applies under subsection (1) shall file with the Minister two copies of a site plan showing the location of the building or buildings, if any, on the site and, in the case of a building project with one or more of the elements referred to in subclause 15 (1) (d) (i), (ii), (v) or (vii),

- (a) building plans and specifications prepared by an architect or professional engineer showing the structure, fixtures and arrangements of the building or buildings and describing the areas of the building or buildings to be used for the purposes of the Act; or
- (b) where the Minister approves, structural sketches and specifications prepared by a person other than an architect or professional engineer describing the building or buildings and the areas of the building or buildings or contiguous to the building or buildings to be used for the purposes of the Act,

and the site plan, the building plans and specifications or the structural sketches and specifications, as the case may be, shall be approved by the Minister.

(3) No plan, specification or structural sketch filed with the Minister shall be amended or altered without the approval of the Minister. O. Reg. 464/79, s. 8, *part*.

17.—(1) No payment under section 5 of the Act shall be made for a building project except where,

- (a) the building project has been approved by the Minister;
- (b) the approved cost has been determined; and
- (c) the approvals of the Minister under section 2 of the Act and subsections 15 (2) and (3), subsections 16 (2) and (3) and section 18 have been obtained.

(2) An approval of a building project by the Minister referred to in subsection (1) expires on the first anniversary of the date upon which the approval is given unless the building project has been commenced before such anniversary date.

(3) A payment under section 5 of the Act may be paid as a single payment or in two or more instalments and,

except where the Minister directs otherwise, the aggregate of the amounts of the payments made at any point in time shall not exceed,

- (a) an amount that bears the same proportion to the estimated total payment as the amount of progress made at the time towards completion of the project bears to the total estimated amount of work required for completion; or
- (b) an amount that bears the same proportion to the estimated total payment as the amount of cost incurred at the time bears to the total estimated cost of the project,

whichever is the greater.

(4) A single payment or, in the case of payment in two or more instalments, the final payment of an amount payable for a building project shall not be made until,

- (a) an architect or professional engineer certifies, or the Minister is otherwise satisfied, that the building project has been completed in accordance with the plans filed under clause 16 (2) (a) or the sketches thereof approved by the Minister under clause 16 (2) (b) and the building or addition is ready for use and occupancy; and
- (b) the applicant for the payment submits a report stating,
  - (i) the actual cost of the building project,
  - (ii) that the total of the unpaid accounts applicable to the building project does not exceed the amount of the grant remaining to be paid,
  - (iii) that the amount of the grant remaining to be paid will be applied first to the payment of the unpaid accounts, and
  - (iv) that all refundable sales tax has been taken into account. O. Reg. 464/79, s. 8, *part*.

18. No applicant for or recipient of a payment under section 5 of the Act for a building project shall,

- (a) acquire a building or land for the building project;
- (b) call tenders for the building project;
- (c) commence construction of the building project; or
- (d) erect any temporary or permanent sign, tablet or plaque on the site or building project,

without the approval of the Minister. O. Reg. 464/79, s. 8, *part*.

19.—(1) It is a term and condition of a payment under section 5 of the Act in respect of a building, buildings or land forming part of a building project that the applicant for the payment enter into an agreement with the Minister in which the applicant shall agree not to,

- (a) sell, mortgage or lease, encumber, donate or otherwise dispose of all or any part of the building, buildings or land;
- (b) use all or any part of the building, buildings or land for a purpose other than that for which a grant has been or is payable; or
- (c) demolish or make alterations or additions to all or any part of the building or buildings,

without the written approval of the Minister and the Minister may require, as a condition of the approval of the payment, that the recipient repay the whole or such part of the payment as the Minister considers appropriate in the circumstances where there is a default under the agreement.

(2) Where a recipient contravenes the provisions of subsection (1), or is in a default of any condition for repayment imposed by the Minister under subsection (1), the Minister may require the return of a part of the payment or the whole payment whereupon the recipient is liable to repay such amount of the payment received under the Act for the project as is required by the Minister as a debt due to the Crown, and such amount may be,

- (a) deducted from any moneys payable by Ontario to the recipient under the Act; or
- (b) recovered by proceedings in a court of competent jurisdiction. O. Reg. 464/79, s. 8, *part*.

20. Expenditures incurred by an approved corporation for furnishings or equipment that are not replacements, or for repairs to or maintenance of a capital asset that,

- (a) are, in the opinion of the Minister, necessary for the efficient operation of the children's institution and the cost of which is not excessive for the purpose; and
- (b) are in excess of \$300,

are, where the Minister so approves, capital expenditures for which a grant may be paid, upon application by an approved corporation, in an amount equal to 80 per cent of the approved expenditures incurred. O. Reg. 519/79, s. 1.

#### PAYMENTS UNDER SECTION 6 OF THE ACT

21.—(1) In this section,

- (a) "non-resident services" means the services provided for or on behalf of children and other

persons who have not attained the age of twenty-one years, where such children and other persons do not reside in an approved children's institution; and

- (b) "resident services" means the services provided for the care and maintenance of,
  - (i) children and other persons who have attained the age of eighteen years but who have not attained the age of twenty-one years, where such children and other persons reside in an approved children's institution, other than a children's institution for miscellaneous purposes; and
  - (ii) children and other persons who have attained the age of eighteen years, where such children and other persons reside in an approved children's institution for miscellaneous purposes. O. Reg. 399/80, s. 2, *part*.

(2) Every approved corporation claiming a payment under this section shall annually before a date fixed by a Director in each year prepare and submit to a Director on a form provided by a Director, an estimate of costs, revenue and subsidy payable for the next fiscal year and such estimate shall be subject to the approval of the Director.

(3) An approved corporation may at any time during the budget year after the estimate has been approved by a Director, submit an amendment to the estimate for the fiscal year and such amendment shall be subject to the approval of the Director.

(4) The Director may approve the amount of any estimate or amendment thereto, as the case may be, as submitted under subsection (2) or (3) or the Director may vary the amount of the estimate or the amendment and approve the amount as so varied.

(5) Subject to subsection (6), an amount payable to an approved corporation shall be calculated in accordance with subsection (9) provided that the total amount payable shall not exceed the total amount of the estimate as finally approved by a Director under subsection (4).

(6) An amount paid under subsection (9) for a fiscal year may be adjusted upon receipt of the annual financial statement of the approved corporation referred to in section 25.

(7) The amount of an adjustment referred to in subsection (6) shall either be paid to the approved corporation by Ontario or refunded by the approved corporation to Ontario, as the case may be.

(8) The moneys paid under this section to an approved corporation shall be expended by the approved corporation, as the case may be, only in accordance with the estimate finally approved by a Director under subsection (4).

(9) Subject to subsection (12), an amount payable to an approved corporation under section 6 of the Act shall not exceed,

(a) 80 per cent, calculated in accordance with Form 1, of the estimate finally approved by a Director under subsection (4); or

(b) an amount agreed upon by the approved corporation and Ontario, which amount shall be determined having regard to,

(i) the number of beds,

(ii) the number of staff, and

(iii) the services to be provided,

in the approved children's institution operated by the approved corporation, and

(iv) the anticipated revenue of the approved corporation.

(10) Every approved corporation applying for a payment under section 6 of the Act and that elects to receive that payment calculated in the manner referred to in clause (9) (a) shall apply to a Director in Form 1 before the 20th day of the month following the month for which the payment is claimed.

(11) Any part approved by a Director of the estimated monthly amount payable under this section may be paid in advance of making an application under subsection (10), subject to adjustment upon receipt by a Director of an application under subsection (10) for that month.

(12) Every approved corporation applying for a payment under section 6 of the Act and that elects to receive that payment calculated in the manner referred to in clause (9) (b) shall enter into an agreement with Ontario with respect to the payment. O. Reg. 519/79, s. 2, *part*.

(13) An approved corporation that provides non-resident services and that applies for a payment under section 6 of the Act for those services shall receive the payment calculated, with necessary modifications, only in the manner referred to in clause (9) (b) and shall enter into an agreement with Ontario with respect to the payment. O. Reg. 399/80, s. 2, *part*.

#### ADMISSIONS OF CHILDREN TO CHILDREN'S INSTITUTIONS

22.—(1) Before admitting a child to a children's institution, the superintendent or board shall, subject to subsection (2), ensure that the child has been given a medical examination by a physician, including a skin test for tuberculosis, and the physician has certified in writing that the child is free from active tuberculosis or other communicable or contagious disease. R.R.O. 1970, Reg. 88, s. 21 (1); O. Reg. 464/79, s. 10.

(2) Where it is in the best interest of the welfare of a child that he be admitted to a children's institution and he cannot be medically examined or certified to be free from active tuberculosis or other communicable or contagious disease as required by clause (1) (c), the child may be admitted to the institution, provided he is kept in isolation from other residents until clause (1) (c) is complied with.

(3) A record of the medical examination of each child admitted to the institution shall be kept therein together with any recommendations made by the physician for medical treatment, immunization or for the special needs of the child. R.R.O. 1970, Reg. 88, s. 21 (2, 3).

#### RECORDS AND RETURNS

23.—(1) The superintendent of a children's institution shall keep a written record and file for each resident.

(2) The record shall set forth in respect of each resident,

(a) his name, age and sex and his address prior to his admission to the institution;

(b) the names, addresses and occupations of his parents;

(c) his personal and family history;

(d) the date and circumstances of and reasons for his admission to the institution;

(e) the current terms of payment for the care and maintenance of the resident;

(f) the documentary or other evidence examined or provided to establish the identity of the child and the parent of the child when he is admitted to the institution, and their relationships;

(g) a record of all medical, X-ray, psychiatric, psychological or other similar examinations or tests, together with the findings and recommendations;

(h) a record of all illnesses, accidents and admissions to hospitals;

(i) observations on the conduct and behaviour of the resident while residing in the institution;

(j) an account or history of any other matter that might affect the well-being or progress of the resident;

(k) the date and circumstances when the resident is discharged from the institution;

(l) the name and address of the person and relationship, if any, in whose charge the child

was placed at the time of discharge or the name and address of the institution to which the child was discharged;

- (m) where the resident dies, a report of the time, date and circumstances of the death, the name and address of the person, if any, who claims the body, the date that the notice of death is given to the coroner in accordance with section 11 and the name of the coroner; and
- (n) a statement of the future plans for the care and maintenance of each resident prepared every six months. R.R.O. 1970, Reg. 88, s. 22.

24.—(1) Each corporation shall keep separate books of account for each approved children's institution operated by it.

(2) The books of account referred to in subsection (1) shall,

- (a) set forth the revenue and expenditures of the institution;
- (b) contain a separate record of money received by the institution from sources other than under the Act; and
- (c) be audited annually by a licensed public accountant, who is not a member of the board. O. Reg. 307/76, s. 2, *part*.

25.—(1) Each corporation shall furnish to the Minister for each approved children's institution maintained and operated by it,

- (a) not later than the last day of the fourth month following the end of each fiscal year, the complete financial statement of the institution for the immediately preceding fiscal year including a calculation of the operating subsidy based upon and reconciled with the operating surplus or deficit, as the case may be, and the said operating subsidy shall be compared with the subsidy paid by the Province during the year and a calculation of the balance owing by or repayable to the Province made;

(b) not later than the last day of the fourth month following the end of each fiscal year, a report of a licensed public accountant stating whether in his opinion,

- (i) he has received all the information and explanations he has required,
- (ii) the financial statement and the claims for provincial subsidy are in accordance with the books and records of the approved institution,
- (iii) the calculation of the provincial subsidy is in accordance with the Regulations, and
- (iv) the financial statement has been prepared in accordance with generally accepted accounting principles applied on a basis consistent with that of the preceding year; and

(c) such other financial and statistical information as the Minister may require.

(2) The fiscal year of a corporation is the period designated by the Minister as the fiscal year of the corporation. O. Reg. 348/79, s. 1.

#### RECOVERY BY A CORPORATION OR THE PROVINCE

26.—(1) A corporation is entitled to recover without interest from a parent of a resident or former resident of a children's institution or from the estate of the parent as a debt due to the corporation the amount of costs paid by the corporation on behalf of the parent, notwithstanding that a provincial subsidy has been paid in respect of the costs.

(2) The Crown in right of Ontario is subrogated to the right of the corporation to recover costs under subsection (1). R.R.O. 1970, Reg. 88, s. 25 (1, 2).

(3) Where costs in respect of which a provincial subsidy has been paid under section 6 of the Act are recovered under subsection (1) or (2), Ontario is entitled to the same percentage of the amount recovered as the percentage on which the contribution by Ontario to the corporation in respect of the amount recovered was based. O. Reg. 464/79, s. 11.

Form 1

Children's Institutions Act

APPLICATION FOR MONTHLY PAYMENT OF PROVINCIAL SUBSIDY  
UNDER SECTION 6 OF THE ACT

For the month of ..... , 19....

Name.....  
Address.....  
Name of Corporation.....

PART I  
STATISTICAL (RESIDENT SERVICES)

	Current Month	Period to Date (See Note)	
	Number of Residents (1)	Resident Days (2)	Revenue (3)
1. Residents:			
(a) whose full cost of resident services is the responsibility of,			
(i) a Children's Aid Society under the <i>Child Welfare Act</i> , or			
(ii) another public agency;			
(b) whose full cost of resident services is payable by parent(s), others or themselves.			
2. Sub-totals, Item 1.			
3. Residents for the purpose of provincial subsidy (other than those listed under Item 1).			
4. Totals (Item 2 plus Item 3).			

PART II  
NET OPERATING EXPENDITURES

	Period to Date (See Note)	
	Resident Services (1)	Non-Resident Services (2)
5. Food.....	\$.....	\$.....
6. Physical and personal needs of residents, including medical, clothing and other personal needs.....	\$.....	\$.....
7. Education, including teachers' salaries and benefits, but not in- cluding transportation costs or fees paid to school boards.....	\$.....	\$.....
8. Program expenses, including supplies and books, hobby-crafts, recreation, entertainment and other program expenses.....	\$.....	\$.....
9. Salaries, wages and staff benefits.....	\$.....	\$.....
10. Consulting or other specialist fees (other than medical, dental or educational).....	\$.....	\$.....
11. Accommodation.....	\$.....	\$.....
12. Administration.....	\$.....	\$.....
13. Replacement of vehicles, furnishings and equipment.....	\$.....	\$.....
14. Other, specify.....	\$.....	\$.....
15. Sub-total, Items 5 to 14 inclusive.....	\$.....	\$.....
16. Deduct: Miscellaneous operating revenues.....	\$.....	\$.....
17. Net operating expenditures, period to date (Item 15 minus Item 16).	\$.....	\$.....
18. Resident days, period to date (Item 4, column 2).....	\$.....	//////////
19. Per diem cost (Item 17 ÷ Item 18).....	\$.....	//////////

PART III

COMPUTATION OF PROVINCIAL SUBSIDY

RESIDENT SERVICES

20. Cost of providing services (Item 3, Column 2 × Item 19, Column 1) . . . . .	\$	
21. 80% of cost of providing services (Item 20 × 8/10) . . . . .	\$	
22. Revenue (Item 3, Column 3) . . . . .	\$	
23. Deduct: 20% of Item 20 . . . . .	\$	
24. Excess, if any, (Item 22 minus Item 23) . . . . .	\$	
25. Provincial subsidy (Item 21 minus Item 24) . . . . .	\$	\$

NON-RESIDENT SERVICES

26. Cost of providing services (Item 17, Column 2) . . . . .	\$	
27. Deduct: Revenue applicable . . . . .	\$	
28. Balance . . . . .	\$	
29. Provincial subsidy (8/10 of Item 28) . . . . .	\$	
30. Total provincial subsidy (Item 25 plus Item 29) . . . . .	\$	
31. Adjustments for prior periods (specify) . . . . .	\$	
32. Provincial subsidy payable for period to date . . . . .	\$	
33. Deduct: Provincial subsidy payable for period to date of the previous month (Item 32 of the previous month) . . . . .	\$	
34. Provincial subsidy payable for current month . . . . .	\$	
35. Deduct: Advance subsidy payments received for current month . . . . .	\$	
36. Balance of Provincial subsidy for current month . . . . .	\$	

PART IV

CERTIFICATE

37. We certify that, to the best of our knowledge and belief:

- (i) this application for provincial subsidy is correct,
- (ii) the amounts shown have been calculated in accordance with the Regulations, and
- (iii) this application is in agreement with the records of the approved institution.

Date: \_\_\_\_\_  
(signature of authorized officer)  
\_\_\_\_\_  
(signature of authorized officer)

NOTE: This period runs from January 1st for each calendar year until the end of the month for which this application for payment is made.



## REGULATION 99

under the Children's Law Reform Act

## FORMS

1. A declaratory order under section 4 or 5 of the Act may contain a recital in Form 1. O. Reg. 176/78, s. 1.
2. A statutory declaration of paternity under section 12 of the Act shall be in Form 2. O. Reg. 176/78, s. 2.
3. A finding of parentage in an order or judgment that is to be referred to in a statement furnished under section 14 of the Act may be in Form 3. O. Reg. 176/78, s. 3.
4. A statement furnished under section 14 of the Act respecting an order or judgment that confirms or makes a finding of parentage shall be in Form 4. O. Reg. 176/78, s. 4.

## Form 1

Children's Law Reform Act

## RECITAL FOR ORDER UNDER SECTION 4 OR 5 OF ACT

Upon the application of .....  
for an order declaring that .....  
is the (father or mother of) .....  
(name of child)  
and upon .....  
and it appearing that .....  
(name of child)  
was born on the ..... day of ....., 19... at .....  
(place of birth)  
and the birth is registered as number .....

O. Reg. 176/78, Form 1.

Registration Number.....

## Form 2

## Children's Law Reform Act

## DECLARATION AFFIRMING PARENTAGE

I, ..... of the .....  
(name in full) (status of municipality)

of ..... in the .....  
(name of municipality) (regional municipality, county or district)

of ..... in the .....  
(province or state)

of .....

solemnly declare that I am the father of .....  
(surname of child) (given names)

a ..... child born ..... on ..... at .....  
(male/female) ..... (date) ..... (place)

Birth registration number (if known).....

My date of birth is .....

My place of birth is .....

My social insurance number is

--	--	--	--	--	--	--	--	--

and I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath:

Declared before me

at the .....

of .....

this . . . . . day of . . . . ., 19..

.....

A Commissioner, etc.

(signature of deponent)

Form 3

*Children's Law Reform Act*

FINDING OF PARENTAGE

This court finds that a relationship of parentage has been established and,

(a) that the father is,

.....  
(surname)  
.....  
(given names)  
.....  
(address)  
.....  
(citizenship)  
.....  
(date of birth)  
.....  
(social insurance number)

(b) that the mother is,

.....  
(surname)  
.....  
(given names)  
.....  
(address)

(c) and that the child is,

.....  
(surname)  
.....  
(given names)  
.....  
(sex)  
.....  
(date of birth)  
.....  
(place of birth)  
.....  
(birth registration number)

Form 4

*Children's Law Reform Act*

STATEMENT OF FINDING OF PARENTAGE

Registration Number .....  
(to be filled in by Registrar General)

In the ....., file number .....

Nature of proceeding.....

Parties .....

Date of Order or Judgment .....

Entry Number .....

I, ....., registrar/clerk of the above court hereby state that the order/judgment in the above-mentioned matter confirms or makes a finding of parentage setting out the following particulars:

Father: Surname.....

Given name(s) .....

Address .....

Birth date .....

Citizenship .....

Social Insurance Number .....

Mother: Surname .....

Given name(s) .....

Address .....

Child: Surname .....

Given name(s) .....

Sex .....

Birth date .....

Place of birth .....

Birth registration number .....

Signature ..... Date .....

## REGULATION 100

under the Children's Mental Health Services Act

### GENERAL

#### INTERPRETATION

##### 1. In this Regulation,

- (a) "approved centre" means an approved children's mental health centre;
- (b) "board" means the board of directors of an approved corporation;
- (c) "centre" means a children's mental health centre. O. Reg. 381/79, s. 1.

#### BUILDING AND ACCOMMODATION

2.—(1) Every approved corporation applying for an approval under section 6 of the Act shall file with the Minister,

- (a) a copy of the site plan, showing the location of the building or buildings, if any, on the site, and a sketch of the floor plan of the proposed centre;
- (b) reasons for the location of the proposed centre;
- (c) a description of the manner in which the proposed centre will benefit the children to be served by the centre;
- (d) documentation of the permitted uses of the proposed site under existing zoning by-laws of the municipality in which the site is located; and
- (e) such other information in addition to that required under clauses (a) to (d) as the Minister may require to determine that the proposed centre is suitable for providing services as a centre and that there is a need for a centre in the area served or to be served by the centre.

(2) Every approved corporation applying for an approval under section 6 of the Act shall file with the Minister evidence that the premises used or to be used as a centre comply with,

- (a) the laws affecting the health of inhabitants of the area in which the premises are located;
- (b) any rule, regulation, direction or order of the local board of health and any direction or order of the local medical officer of health;

- (c) any by-law of the municipality in which the premises are located or other law for the protection of persons from fire hazards;
- (d) any restricted area, standard of housing or building by-law passed by the municipality in which the premises are located under Part III of the *Planning Act* or any predecessor thereof;
- (e) the requirements of Regulation 87 of Revised Regulations of Ontario, 1980 made under the *Building Code Act*; and
- (f) the requirements of Regulation 794 of Revised Regulations of Ontario, 1980 made under the *Power Corporation Act*.

(3) Before approving a centre under section 6 of the Act the Minister shall be satisfied that the proposed centre complies with the requirements referred to in subsection (2). O. Reg. 381/79, s. 2.

3. Every approved corporation shall maintain the accommodation and facilities of each approved centre maintained and operated by it in a good state of repair. O. Reg. 381/79, s. 3.

#### OPERATION OF CENTRES

4.—(1) Every board shall appoint a person to act as the chief executive officer of each approved centre maintained and operated by the board who shall be responsible to the board for the operation and management of the centre.

(2) The chief executive officer of each approved centre shall,

- (a) be responsible for the provision of those services by the approved corporation in the approved centre that are considered by a Director to be essential for the routine care, physical health, education and safety of the persons served by the approved centre; and
- (b) maintain a planned program of therapeutic activity to meet the needs of persons in receipt of services from the approved centre, which needs shall be established by objective psychological, medical and other necessary findings. O. Reg. 381/79, s. 4.

5.—(1) Subject to subsections (2), (3), (4) and (5), an approved centre shall provide its services only to,

(a) a person who has not attained the age of nineteen years and who is identified to be suffering from a mental, emotional or psychiatric disorder based on clinical assessment and other related findings and who is considered likely to benefit from such services; and

(b) the family of a person referred to in clause (a).

(2) An approved centre may, with the prior written approval of a Director, provide services to a person who has attained nineteen years of age and the family of such person.

(3) An approved centre may, with the prior written approval of a Director, include a person who has not attained the age of nineteen years in a program operated by the centre who is not suffering from mental, emotional or psychiatric disorders where such person is admitted for the purposes of normalization or stabilization of the person in the particular program.

(4) An approved centre may, with the prior written approval of a Director, provide services to families of persons described in clause (1) (a).

(5) An approved centre may, with the prior written approval of a Director, provide services to persons not otherwise referred to in this section. O. Reg. 381/79, s. 5.

6. Every approved corporation shall ensure that each person that is in receipt of services from an approved centre maintained and operated by it receives services that are adequate for and consistent with the person's individual needs. O. Reg. 381/79, s. 6.

7. No change shall be made in the program of an approved centre without the prior written approval of a Director. O. Reg. 381/79, s. 7.

8. Every approved corporation shall have on staff in every approved centre maintained and operated by it professional and non-professional persons in sufficient numbers and with qualifications to enable the program and general administration of the centre to operate effectively in the opinion of a Director. O. Reg. 381/79, s. 8.

#### ADDITIONAL DUTIES OF PROGRAM ADVISERS

9. Where, in the opinion of a program adviser, a written report of a visit by the program adviser to an approved centre would be of assistance to the centre, the adviser shall prepare a report and transmit a copy thereof to the centre. O. Reg. 381/79, s. 9.

## PAYMENTS

### OPERATING

10.—(1) Every approved corporation shall annually before a date fixed by a Director in each year prepare and submit to a Director, on a form provided by a Director, an estimate of operating costs and revenue for the next fiscal year for the approved centres maintained and operated by it and such estimate shall be subject to the approval of the Director.

(2) An approved corporation may at any time during the fiscal year after the estimate has been approved by a Director submit an amendment to the estimate for the year and such amendment shall be subject to the approval of the Director.

(3) The estimate referred to in subsection (1) and the amendment referred to in subsection (2) shall be approved in writing by the board prior to submission to a Director and the board's written approval shall accompany the estimate or amendment submitted.

(4) The Director may approve the amount of any estimate or amendment thereto, as the case may be, as submitted under subsection (1) or (2) or he may vary the amount of the estimate or the amendment and approve the amount as so varied.

(5) Subject to subsection (6), an amount paid to an approved corporation for the operation of an approved centre may be paid in monthly instalments in amounts determined by a Director and may be paid in advance provided that the total amount payable under this section shall not exceed the total amount of the estimate as finally approved by a Director under subsection (4).

(6) An amount paid under this section may be adjusted upon receipt of the annual financial statement of the approved corporation referred to in section 19 with respect to the approved centres maintained and operated by it.

(7) The amount of an adjustment referred to in subsection (6) shall either be paid to the approved corporation by Ontario or refunded by the approved corporation to Ontario, as the case may be.

(8) In calculating an amount payable to an approved corporation under this section there shall be deducted from that amount,

(a) 75 per cent of moneys received by the approved corporation from charitable and benevolent organizations and individual endorsements and bequests to the corporation for purposes that are ordinarily part of the operation of an approved centre; and

(b) all moneys in addition to those referred to in clause (a) received by the approved corporation for the purposes of an approved centre other than payments made under this section.

(9) The moneys paid under this section to an approved corporation shall be expended by the corporation only in accordance with the estimate finally approved by a Director under subsection (4). O. Reg. 381/79, s. 10.

#### CAPITAL

11.—(1) In this section and sections 12, 13, 14 and 15,

(a) "actual cost" means the cost of a building project and includes,

- (i) fees payable for the services of an architect, professional engineer, or other consultant,
- (ii) the cost of purchasing and installing furnishings and equipment,
- (iii) the cost of land surveys, soil tests, permits, licences and legal fees,
- (iv) the cost of paving, sodding and landscaping, and
- (v) the cost of acquiring the land necessary for the building project;

(b) "approved cost" means that portion of the actual cost of a building project approved by the Minister;

(c) "architect" means an architect who is a member in good standing of the Ontario Association of Architects;

(d) "building project" means a project composed of one or more of the following elements:

- (i) the purchase or other acquisition of all or any part of an existing building or buildings including the land contiguous thereto,
- (ii) any renovations, alterations or additions to an existing building or buildings,
- (iii) the purchase or other acquisition of vacant land for the purpose of constructing a building or buildings thereon,
- (iv) the erection of a new building, or any part thereof,
- (v) the demolition of a building,
- (vi) the installation of public utilities, sewers and items or services necessary for access to the land or building or buildings;

(e) "professional engineer" means a professional engineer who is a member in good standing of the Association of Professional Engineers of the Province of Ontario.

(2) The amount of a payment for provincial aid to an approved corporation under the Act for a building project shall be equal to two-thirds of the approved cost of the building project.

(3) Notwithstanding subsection (2), the amount of a payment for provincial aid to an approved corporation under the Act for a building project where the corporation operates a psychiatric facility listed in section 8 of Regulation 610 of Revised Regulations of Ontario, 1980 under the *Mental Health Act* shall be equal to an amount to be determined by the Minister up to the total approved cost of the building project where such project is undertaken solely to provide services for children. O. Reg. 381/79, s. 11.

12.—(1) An application for a payment of provincial aid under the Act for a building project shall be made to the Minister on a form provided by the Minister.

(2) An applicant who applies under subsection (1) shall file with the Minister two copies of a site plan showing the location of the building or buildings, if any, on the site and, in the case of a building project with one or more of the elements referred to in subclauses 11 (1) (d) (i), (ii), (iv) or (vi),

(a) building plans and specifications prepared by an architect or professional engineer showing the structure, fixtures and arrangements of the building or buildings and describing the areas of the building or buildings to be used for the purposes of the Act; or

(b) where the Minister approves, structural sketches and specifications prepared by a person other than an architect or professional engineer describing the building or buildings and the areas of the building or buildings or contiguous to the building or buildings to be used for the purposes of the Act,

and the site plan, the building plans and specifications or the structural sketches and specifications, as the case may be, shall be approved by the Minister.

(3) No plan, specification or structural sketch filed with the Minister shall be amended or altered without the approval of the Minister. O. Reg. 381/79, s. 12.

13.—(1) No payment of provincial aid shall be made for a building project except where,

(a) the building project has been approved by the Minister;

(b) the approved cost has been determined; and

(c) the approvals of the Minister under section 5 of the Act and subsections 11 (2) and (3), sub-

sections 12 (2) and (3) and section 14 have been obtained.

(2) An approval of a building project by the Minister referred to in subsection (1) expires on the first anniversary of the date upon which the approval is given unless the building project has been commenced before such anniversary date.

(3) A payment of provincial aid under the Act may be paid as a single payment or in two or more instalments and, except where the Minister directs otherwise, the aggregate of the amounts of the payments made at any point in time shall not exceed,

- (a) an amount that bears the same proportion to the estimated total payment as the amount of progress made at the time towards completion of the project bears to the total estimated amount of work required for completion; or
- (b) an amount that bears the same proportion to the estimated total payment as the amount of cost incurred at the time bears to the total estimated cost of the project,

whichever is the greater.

(4) A single payment, or in the case of payment in two or more instalments, the final payment of an amount payable for a building project shall not be made until,

- (a) an architect or professional engineer certifies, or the Minister is otherwise satisfied, that the building project has been completed in accordance with the plans filed under clause 12 (2) (a) or the sketches thereof approved by the Minister under clause 12 (2) (b) and the building or addition is ready for use and occupancy; and
- (b) the applicant for the payment submits a report stating,
  - (i) the actual cost of the building project,
  - (ii) that the total of the unpaid accounts applicable to the building project does not exceed the amount of the grant remaining to be paid,
  - (iii) that the amount of the grant remaining to be paid will be applied first to the payment of the unpaid accounts, and
  - (iv) that all refundable sales tax has been taken into account. O. Reg. 381/79, s. 13.

14. No applicant for or recipient of a payment of provincial aid for a building project shall,

- (a) acquire a building or land for the building project;

(b) call tenders for the building project;

(c) commence construction of the building project; or

(d) erect any temporary or permanent sign, tablet or plaque on the site or building project,

without the approval of the Minister. O. Reg. 381/79, s. 14.

15.—(1) It is a term and condition of a payment of provincial aid under the Act in respect of a building, buildings or land forming part of a building project that the applicant for the payment enter into an agreement with the Minister in which the applicant shall agree not to,

- (a) sell, mortgage or lease, encumber, donate or otherwise dispose of all or any part of the building, buildings or land;
- (b) use all or any part of the building, buildings or land for a purpose other than that for which a grant has been or is payable; or
- (c) demolish or make alterations or additions to all or any part of the building or buildings,

without the written approval of the Minister and the Minister may require, as a condition of the approval of the payment, that the recipient repay the whole or such part of the payment as the Minister considers appropriate in the circumstances where there is a default under the agreement.

(2) Where a recipient contravenes the provisions of subsection (1), or is in a default of any condition for repayment imposed by the Minister under subsection (1), the Minister may require the return of a part of the payment or the whole payment whereupon the recipient is liable to repay such amount of the payment received under the Act for the project as is required by the Minister as a debt due to the Crown, and such amount may be,

- (a) deducted from any moneys payable by Ontario to the recipient under the Act; or
- (b) recovered by proceedings in a court of competent jurisdiction. O. Reg. 381/79, s. 15.

16. Expenditures incurred by an approved corporation for furnishings or equipment that are not replacements or for repairs to or maintenance of a capital asset that,

- (a) are, in the opinion of the Minister, necessary for the efficient operation of the approved centre and the cost of which is not excessive for the purpose; and

(b) are in excess of \$300,

are, where the Minister so approves, capital expenditures for which a grant may be paid, upon application

by the corporation, in an amount equal to two-thirds of the approved expenditures incurred. O. Reg. 381/79, s. 16.

17. Every approved corporation that receives a payment under this Regulation shall keep and maintain an inventory of all furnishings and equipment acquired by the approved corporation and the inventory shall set forth each addition to or removal from inventory and the reasons therefor and shall be prepared in such manner and contain such additional information as a Director may require. O. Reg. 381/79, s. 17.

#### RECORDS AND RETURNS

18. Every approved corporation shall furnish to a Director such returns, reports and information as a Director may from time to time require. O. Reg. 381/79, s. 18.

19.—(1) Every approved corporation shall keep separate books of account for the approved children's mental health centres maintained and operated by it.

(2) The books of account referred to in subsection (1) shall,

- (a) set forth the revenue and expenditures of the approved corporation with respect to the approved centres maintained and operated by it;
- (b) contain a record of money received by the approved corporation with respect to the approved centres maintained and operated by it from sources other than under the Act and this Regulation; and
- (c) be audited annually by a licensed public accountant who is not a member of the board. O. Reg. 381/79, s. 19.

20.—(1) Every approved corporation shall furnish to a Director for the approved centres maintained and operated by it,

- (a) not later than the last day of the fourth month following the end of each fiscal year, the complete financial statement of the approved centres for the immediately preceding fiscal year, including a calculation of operating subsidy based upon and reconciled with operat-

ing surplus or deficit, as the case may be, and the said operating subsidy shall be compared with the subsidy paid by Ontario during the year and a calculation made of the balance owing by or repayable to Ontario; and

(b) not later than the last day of the fourth month following the end of each fiscal year a report of a licensed public accountant stating whether, in the accountant's opinion,

- (i) the accountant has received all the information and explanations that the accountant has required,
- (ii) the financial statement is in accordance with the books and records of the approved centres,
- (iii) the calculation of the payment of provincial aid is in accordance with the Regulations, and
- (iv) the financial statement has been prepared in accordance with generally accepted accounting principles applied on a basis consistent with that of the preceding year.

(2) The fiscal year of an approved corporation is the period designated by the Minister as the fiscal year of the approved corporation. O. Reg. 381/79, s. 20.

21. For the purposes of section 11 of the Act, "services" include,

- (a) residential services, including services provided in foster homes and group homes;
- (b) specialized staff;
- (c) tutoring;
- (d) recreational activities;
- (e) therapeutic programs;
- (f) research and evaluation;
- (g) case work and counselling; and
- (h) teaching. O. Reg. 381/79, s. 21.



## REGULATION 101

### under the Children's Residential Services Act

#### GENERAL

##### 1. In this Regulation,

- (a) "guardian" means a parent or other person who is under a legal duty to provide for a child;
- (b) "physician" means a legally qualified medical practitioner;
- (c) "residence" means a children's residence licensed under the Act;
- (d) "resident" means a child who resides in a residence. O. Reg. 936/80, s. 1.

##### 2. For the purposes of clause 4 (5) (b), the following Regions are designated:

1. The Northern Region, being the territorial districts of Algoma, Cochrane, Kenora, Manitoulin, Nipissing, Parry Sound, Rainy River, Sudbury, Thunder Bay, Timiskaming, The Regional Municipality of Sudbury and The District Municipality of Muskoka.
2. The Central Region, being the counties of Dufferin and Simcoe, The Municipality of Metropolitan Toronto and the regional municipalities of York and Peel.
3. The Southwestern Region, being the counties of Brant, Bruce, Elgin, Essex, Grey, Huron, Kent, Lambton, Middlesex, Oxford, Perth and Wellington and the regional municipalities of Haldimand-Norfolk, Niagara, Hamilton-Wentworth, Halton and Waterloo.
4. The Southeastern Region, being the counties of Frontenac, Hastings, Lanark, Lennox and Addington, Northumberland, Peterborough, Prince Edward, Renfrew and Victoria, the Provisional County of Haliburton, the United Counties of Leeds and Grenville, Stormont, Dundas and Glengarry and Prescott and Russell and the regional municipalities of Durham and Ottawa-Carleton. O. Reg. 936/80, s. 2.

#### LICENCES

3.—(1) Every person applying for a licence under section 4 of the Act to establish, operate or maintain a children's residence shall file with a Director evidence that the premises used or to be used as a children's residence comply with,

- (a) the laws affecting the health of inhabitants of the area in which the premises are located;
- (b) any rule, regulation, direction or order of the local board of health and any direction or order of the local medical officer of health;
- (c) any by-law of the municipality in which the premises are located or other law for the protection of persons from fire hazards;
- (d) any restricted area, standard of housing or building by-law passed by the municipality in which the premises are located pursuant to Part III of the *Planning Act* or any predecessor thereof; and
- (e) the requirements of Regulation 87 of Revised Regulations of Ontario, 1980 made under the *Building Code Act*, where applicable.

(2) Before issuing a licence under section 4 of the Act, a Director shall be satisfied that the proposed children's residence complies with the requirements referred to in subsection (1). O. Reg. 936/80, s. 3.

4.—(1) An application for a licence or a renewal of a licence to,

- (a) establish, operate or maintain a children's residence under clause 4 (1) (a) of the Act;
- (b) provide residential care under clause 4 (1) (b) of the Act,

shall be made to a Director in Form 1.

(2) An application for a licence or renewal of a licence shall be accompanied by such other information as a Director considers necessary to enable the Director to determine whether the applicant would, if licensed, be in compliance with the Act and this Regulation.

(3) A licence to establish, operate or maintain a residence or to provide residential care shall be in Form 2.

(4) A provisional licence to establish, operate or maintain a residence shall be in Form 3.

(5) The fee payable by an applicant on application for a licence or renewal of a licence under subsection (1) is,

- (a) \$100 per application, where the application for a licence or renewal of a licence was made before the 15th day of November, 1980; and
- (b) subject to subsection (6), \$100 payable every three years for each Region in which an applicant intends to establish, operate or maintain a children's residence or to provide residential care, as the case may be, where an

application for a licence or renewal of a licence was made on or after the 15th day of November, 1980.

(6) An applicant for a licence or renewal of a licence to establish, operate or maintain a children's residence or to provide residential care, as the case may be, who applies for a licence or renewal of a licence to establish, operate or maintain a children's residence or to provide residential care in a Region in which the applicant has within the three year period referred to in clause (5) (b) already paid the prescribed fee, shall not be required to pay any additional fee for the licence or renewal thereof.

(7) The Director may issue or renew any licence for such period as the Director considers proper, but in no case shall the period of any licence issued pursuant to an application made on or after the 15th day of November, 1980 be for more than one year.

(8) Where an applicant for a licence or renewal of a licence under subsection (1) has paid the fee prescribed in subsection (5) and is not issued the licence or renewal, as the case may be, in respect of which the applicant paid the fee prescribed in subsection (5), a Director may refund the applicant the fee paid for the licence or renewal.

(9) A licence in Form 2 or Form 3 to operate a residence shall be posted in a conspicuous place in the residence. O. Reg. 936/80, s. 4.

5.—(1) Upon application for a licence or renewal of a licence to establish, operate or maintain a children's residence, a Director may inspect the residence or cause the residence to be inspected for the purpose of determining its eligibility for the licence or renewal.

(2) The Director shall, at the time of issuing a licence or renewal of a licence, include in the licence the maximum number of children for whom care may be provided by the licensee and the licensee shall not admit to a residence or provide residential care for more children than the maximum number of children permitted in the licence unless the admission is approved by a Director for a specified period of time. O. Reg. 936/80, s. 5.

#### THE CHILDREN'S SERVICES REVIEW BOARD COMPOSITION

6. The Children's Services Review Board appointed under section 3 of the Act shall consist of eleven members. O. Reg. 936/80, s. 6.

#### HEARINGS

7.—(1) A notice by a Director to an applicant or licensee under subsection 6 (1) of the Act shall be in Form 4.

(2) The notice referred to in subsection (1) shall be served or caused to be served by a Director and shall be accompanied by two blank copies of Form 5.

(3) A notice that an applicant or licensee may give to a Director and to the Board under subsection 6 (2) of the Act or subsection 7 (1) of the Act shall be in Form 5. O. Reg. 936/80, s. 7.

8.—(1) The Board shall serve notice on the parties to the hearing in Form 6 within fifteen days of receiving the notice of the request for the hearing in Form 5.

(2) The Board shall send the notice under subsection (1) to each party to the hearing by registered mail to the party at the party's address last known to the Board. O. Reg. 936/80, s. 8.

#### MISCELLANEOUS

9. Where the local medical officer of health having jurisdiction in the area where a residence is located or any person designated by the local medical officer of health wishes to inspect the residence, the operator shall at any time and from time to time grant the necessary access to the person who wishes to make the inspection and shall give the person all reasonable information and afford the person every reasonable facility for viewing and inspecting the residence and examining the residents thereof and shall carry out any recommendation made by the local medical officer of health or a representative of the local medical officer of health for the health and nutrition of any child in the residence. O. Reg. 936/80, s. 9.

10. Where a resident dies, the operator shall give notice of the death to a coroner, except where the coroner is the physician referred to in section 18 or subsection 39 (2). O. Reg. 936/80, s. 10.

11. Every operator shall ensure that before a child is admitted to a residence, a consent for admission of the child and a consent and authorization for the operator to secure all necessary emergency medical treatment for the child is obtained, signed by,

(a) the guardian of the child; or

(b) where the identity or whereabouts of the guardian is not known or cannot be reasonably ascertained, the person having charge of the child when the child enters the residence. O. Reg. 936/80, s. 11.

#### PART I

12. This Part applies to children's residences where an application was made before the 15th day of November, 1980 for a licence or a renewal of a licence to establish, operate or maintain a children's residence. O. Reg. 936/80, s. 12.

13.—(1) Every operator shall, in respect of the residences operated or maintained by the operator, furnish to a Director such financial and statistical information as the Director may from time to time require.

(2) Every operator shall keep separate books of account for the residences operated or maintained by the operator.

(3) The books of account referred to in subsection (2) shall,

(a) set forth the revenue and expenditures of the residences; and

- (b) be audited annually by a licensed public accountant who, in the case of an incorporated operator, is not a member of the board of directors of the corporation. O. Reg. 936/80, s. 13.

14. Every operator shall keep or cause to be kept a written record and file for each resident containing,

- (a) the resident's name, age, sex and address prior to the resident's admission;
- (b) the name, address and occupation of the guardians of the resident and of the persons having charge of the resident at the time of the resident's admission;
- (c) the date upon which the resident entered the residence;
- (d) the date upon which the resident left the residence and the name, address and occupation of the person in whose charge the resident was when the resident left the residence;
- (e) the place of birth and religious faith of the resident;
- (f) the reasons for admission of the resident to the residence;
- (g) a brief statement of the terms of payment for the maintenance of the resident;
- (h) the documentary or other evidence examined or provided to establish the identity of the resident, of the guardian of the resident and of the person having charge of the resident when the resident was admitted to the residence and their relationship; and
- (i) the application for admission of the resident. O. Reg. 936/80, s. 14.

#### RULES GOVERNING AND REGULATING RESIDENCES

15. Every operator of a residence shall ensure that,

- (a) all fire hazards in the residence are eliminated and the residence is inspected at such intervals as a Director may from time to time direct, by an officer authorized to inspect buildings under the *Fire Marshals Act* and that any recommendation by such officer is carried out;
- (b) there is adequate protection from radiators and other heating equipment in order to prevent fire;
- (c) the water supplies are adequate for all purposes including those of fire protection;
- (d) there is not less than one fire extinguisher, which is rated at least 5 B.C. by the Underwriters' Laboratories of Canada, in or adjacent to the kitchen;
- (e) there is not less than one water-type fire extinguisher having a capacity of two imperial gallons on each floor of the residence;

- (f) no vaporizing liquid fire extinguishers are kept or used in the residence;
- (g) every fire extinguisher in the residence is maintained in accordance with the recommendations of the manufacturer;
- (h) every member of the staff is trained in the use of the fire extinguishing equipment;
- (i) at least once a year the heating equipment is serviced by qualified personnel;
- (j) at least once a year the chimneys are inspected by qualified personnel and are cleaned and repaired as required for the elimination of any fire hazard;
- (k) a procedure is established which provides for the evacuation of the residence in the case of fire and which assigns duties to every member of the staff for that purpose;
- (l) every member of the staff is instructed in the procedure established under clause *k* and the procedure is posted in conspicuous places in the residence;
- (m) the procedure established under clause *k* is practised at least once a month;
- (n) a written record is kept of,
  - (i) fire drills, and
  - (ii) inspections and tests of fire extinguishers, the heating system and chimneys;
- (o) where matches are used, only safety matches are permitted to be used by the staff or any resident in the residence;
- (p) an inspection of the building, including the equipment in the kitchen and laundry, is made each night to ensure that there is no danger of fire;
- (q) adequate supervision is provided at all times for the security of the residents of that residence and the building;
- (r) the residence is kept clean and free of combustible rubbish;
- (s) all exits are clear and unobstructed at all times;
- (t) receptacles into which electric irons are plugged are equipped with pilot lights;
- (u) lint traps in the laundry are cleaned out after each use of the equipment;
- (v) flammable liquids used in the residence are stored in containers which afford protection from fire hazard;
- (w) a cupboard, closet or other space under a stairway is not used for storage purposes;

- (x) where the residence provides care for five or more residents, floors with sleeping accommodation have at least two separate means of egress to the outside;
- (y) where the residence provides care for less than five residents there shall be one means of egress to the outside for sleeping accommodation on the first and second floors and for sleeping accommodation on the third floor, a separate means of egress to the outside from the third floor. O. Reg. 936/80, s. 15.

16. A children's residence located in a municipality that does not have public fire protection shall be provided with a complete automatic sprinkler system that complies with Regulation 87 of Revised Regulations of Ontario, 1980 made under the *Building Code Act*. O. Reg. 936/80, s. 16.

17.—(1) Every operator of a residence shall provide,

- (a) nourishing meals at regular intervals prepared by or under the supervision of a competent person;
- (b) adequate and sanitary supplies of milk and drinking water;
- (c) sleeping accommodation in rooms located on the ground floor or on the floor immediately above the ground floor with a minimum of 5 square metres of floor space for each resident who is under sixteen years of age;
- (d) sleeping accommodation in rooms located on or below the third floor with a minimum of 7 square metres of floor space for each resident who is sixteen years of age or over;
- (e) toilet and bathing facilities that are readily accessible to all residents with a minimum of one wash basin and one flush toilet or other privy for every eight residents and one bathtub or shower for every twelve residents;
- (f) an outside play area, maintained in a safe and sanitary condition and having a minimum of,
  - (i) 5.6 square metres of space for each resident under school age, and
  - (ii) 9 square metres of space for each resident of school age.

(2) Every operator shall ensure that a minimum temperature of at least 20 degrees Celsius is maintained in the residence from the 1st day of October to the 31st day of May. O. Reg. 936/80, s. 17.

18.—(1) Subject to subsections (2) and (3), before a child is admitted to a residence the child shall be given a medical examination by a physician including a skin test or a chest X-ray for tuberculosis and immunization as recommended by the local medical officer of health, and the physician shall certify in writing that the child is free from communicable disease.

(2) Where, before the child has been admitted to a residence, the child has been medically examined as required by subsection (1) and the physician who performs the medical examination is unable to certify that the child is free from communicable disease, the child shall not be admitted to the residence unless the physician specifies in writing any recommendations as to isolation and medical treatment of the child which in the opinion of the physician, having regard to the health and welfare of the other residents, should be followed if the child is admitted to the residence.

(3) Where it is in the best interests of the welfare of a child that the child be admitted to a residence before the child can be medically examined as required by subsection (1), the child may be admitted to the residence but shall be given a medical examination by a physician as required by subsection (1) within twenty-four hours of admission to the residence and the child shall forthwith be removed from the residence unless the physician who performs the medical examination certifies in writing that the child is free from communicable disease or, if unable to do so, specifies in writing any recommendations as to the isolation and medical treatment of the child which in the physician's opinion, having regard to the health and welfare of the other residents, should be followed if the child is admitted to the residence.

(4) The operator shall ensure that at regular intervals of time and as may be recommended by the local medical officer of health, medical services by a physician and immunization shall be provided for each resident in accordance with the needs of the resident and that a record of those services as provided to each resident from time to time is kept in the residence.

(5) A record of the medical examination of each resident shall be kept in the residence together with any recommendations made by the physician for medical treatment, immunization and any special needs of the resident.

(6) The operator shall carry out the recommendations made by a physician pursuant to subsections (2), (3) and (5). O. Reg. 936/80, s. 18.

19. Where a resident has a serious accident or illness, the operator shall forthwith obtain all necessary medical assistance and take all reasonable steps to notify the guardian of the resident or where the identity or whereabouts of the guardian cannot be reasonably ascertained, the person having charge of the resident when the resident was admitted. O. Reg. 936/80, s. 19.

20.—(1) Every residence shall have at least one full-time competent staff member or the equivalent thereof for every five children lodged, boarded or cared for in the residence.

(2) Each operator and staff member of a residence shall be a person who,

- (a) is sympathetic to the welfare of the children;

(b) has adequate knowledge and experience to recognize and meet the needs of the children and the ability to cope with their problems; and

(c) is of suitable age, health and personality to carry out the duties of an operator or staff member, as the case may be.

(3) Every person employed to work on the premises of a residence, immediately before commencing the person's employment and thereafter as may be recommended by the local medical officer of health or, if such a recommendation has not been made, at intervals of not more than two years, shall be medically examined by a physician and shall obtain from the physician a certificate that,

(a) the person is free from communicable disease and in particular has had a tuberculin test or chest X-ray which is negative for active tuberculosis; and

(b) the person is physically fit to undertake duties in the residence. O. Reg. 936/80, s. 20.

## 21. Every operator shall,

(a) provide for the educational requirements of each resident in the residence in a manner best suited to the resident's needs;

(b) provide opportunities for the religious education of each resident in accordance with the wishes of the resident's guardian; and

(c) ensure that each resident receives care adequate for the resident's individual needs at all times. O. Reg. 936/80, s. 21.

## PART II

22. This Part applies to staff-model residences that provide care for three or more children not of common parentage and parent-model residences that provide care for five or more children not of common parentage where an application was made on or after the 15th day of November, 1980 for a licence or renewal of a licence to establish, operate or maintain a children's residence. O. Reg. 936/80, s. 22.

## INTERPRETATION

## 23. In this Part,

(a) "auxiliary staff" means any staff person in the residence who is responsible for the supervision of children in the residence;

(b) "basic care expenditures" means those expenditures incurred with respect to the day to day operation of the residence including expenditures for shelter, salaries and benefits, food, clothing, transportation, administration, recreation and incidentals;

(c) "common parentage" means one common parent;

(d) "fuel-fired appliance" means a device designed for use in heating and cooling systems operated on fuel and includes all components, controls, wiring and piping required to be part of the device under the requirements of Regulation 87 of Revised Regulations of Ontario, 1980 made under the *Building Code Act*;

(e) "parent-model residence" means a residence that has one or two persons residing in the residence who provide care for the children on a continuous basis;

(f) "program staff person" means any staff person whose primary responsibility is the day to day care and supervision of children;

(g) "special care expenditures" means those expenditures incurred with respect to physical, emotional, developmental and educational needs of residents including professional services and non-recurring costs, but does not include basic care expenditures;

(h) "staff-model residence" means a residence where program staff are employed for a scheduled period of work or duty. O. Reg. 936/80, s. 23.

## MANAGEMENT PRACTICES

24.—(1) Subject to subsections (2) and (3), every operator shall be responsible for the operation and management of the residences operated by the operator, including the program, financial and personnel administration of the residences.

(2) An operator may appoint a person who shall be responsible to the operator for the day-to-day operation and management of the residences in accordance with subsection (1).

(3) Where an operator or a person appointed under subsection (2) is absent, the powers and duties of the operator or the person appointed under subsection (2) shall be exercised and performed by such person as the operator designates. O. Reg. 936/80, s. 24.

25. Every operator shall maintain a written current statement of purpose for the residences operated by the operator that shall include a description of the program provided in the residences. O. Reg. 936/80, s. 25.

26.—(1) Every operator shall maintain a written current statement of policies and procedures relating to,

(a) the program of the residence, including admission and discharge of residents, the planning, monitoring and evaluation of care provided to residents, maintenance of case records, discipline, the health program pro-

vided for residents and security of the residence; and

- (b) administration of the residence, including staff and supervisory practises, emergencies and financial administration.

(2) A copy of the policies and procedures referred to in subsection (1) shall be kept in each residence and every person employed in the residence shall have access to a copy of the policies and procedures. O. Reg. 936/80, s. 26.

27. Every operator shall ensure that a daily log is maintained in each residence operated by the operator that includes a summary of any incident affecting the health, safety or well-being of the staff and the residents. O. Reg. 936/80, s. 27.

28. Before a person is employed to work in a residence, the operator of the residence shall obtain a medical report certifying that the person is free from communicable diseases. O. Reg. 936/80, s. 28.

29. Except where such policies are included in a collective agreement, every operator of a residence shall have written policies governing conduct and discipline of persons employed in the residence and the policies shall be made available to such persons. O. Reg. 936/80, s. 29.

30.—(1) Every operator shall prepare an annual budget that shall include particulars of,

- (a) anticipated revenue; and
- (b) projected basic care expenditures and special care expenditures for the children in the residence.

(2) Where an operator operates two or more residences, each residence shall have its own budget and each budget shall include shared costs on an equitable basis. O. Reg. 936/80, s. 30.

31. Every operator shall, in respect of the residences maintained and operated by the operator,

- (a) keep a complete record of revenues and expenditures made in connection with the operation of the residences; and
- (b) prepare and submit financial reports to a Director when required by a Director including reports by a public accountant licensed under the *Public Accountancy Act*. O. Reg. 936/80, s. 31.

#### ADMISSION

32. No child shall be refused admission to a residence solely on the grounds of race, religion or ethnic origin where on the basis of objective evidence made available to the operator such refusal would result in the deprivation of services to the child. O. Reg. 936/80, s. 32.

33.—(1) Every operator shall ensure that each child admitted to a residence operated by the operator has had a general medical examination by a physician within thirty days prior to admission or has such an examination within seventy-two hours after admission.

(2) Where a child has not had a general medical examination in accordance with subsection (1), the operator shall note in the child's case record the circumstances that delayed the examination and arrange for an examination as soon as possible in the circumstances.

(3) Where there are specific indications upon the admission of a child that suggest that either a medical examination or treatment is urgently required for the child, the operator shall arrange for the examination or treatment, as the case may be.

(4) Where the medical examination or treatment referred to in subsection (3) cannot be arranged forthwith, the reason shall be noted in the child's case record and the operator shall arrange for the examination or treatment, as the case may be, as soon as possible in the circumstances.

(5) Every operator shall ensure that each child admitted to a residence operated by the operator has had a dental examination by a dentist within six months prior to admission to the residence or has such an examination within ninety days after admission. O. Reg. 936/80, s. 33.

34. Every operator shall ensure that upon admission of a child to a residence, the staff of the residence shall determine whether the child being admitted is currently receiving medical treatment or medication or is suffering from any allergy or physical ailment and shall ensure that any such treatment or medication is continued. O. Reg. 936/80, s. 34.

#### PROGRAMMING

35.—(1) Every operator shall develop or participate in the development of a written plan of care for each resident within thirty days of admission of the resident that shall include,

- (a) a description of the resident's needs that is developed with reference to the findings of current or previous assessments;
- (b) a statement of goals to be achieved for the resident while the resident is in the residence;
- (c) a statement of the means to be used to achieve the specified goals for the resident;
- (d) a statement of the educational program that has been developed for the resident in accordance with the *Education Act*;
- (e) a statement of the ways in which the guardian of the resident will be involved in the plan of

care including arrangements for contact between the resident and the resident's guardian;

(f) particulars of any specialized service to be provided directly or arranged for by the operator;

(g) subject to subsection (3), particulars of dates for review of the plan of care and revisions to the plan of care as necessary; and

(h) a statement of the anticipated plan for discharge of the resident.

(2) The initial plan of care referred to in subsection (1) and particulars of any reviews of the plan of care shall be entered in the resident's case record.

(3) The operator shall ensure that the development of the resident in relation to the plan of care is reviewed at least every thirty days during the first six months that the resident is in the residence and at least every six months thereafter. O. Reg. 936/80, s. 35.

36. Every operator shall ensure that,

(a) the residents receive well balanced meals that are nutritionally adequate for their physical growth and development; and

(b) special foods are provided for residents as recommended by a physician. O. Reg. 936/80, s. 36.

37.—(1) Every operator shall ensure that each resident has a supply of his or her own clothing of a suitable quality and size in relation to the resident's age and activities and current weather conditions.

(2) Where clothing for an individual resident is limited because of the resident's need, the reason shall be noted in the resident's case record. O. Reg. 936/80, s. 37.

38.—(1) Every resident may receive and send correspondence.

(2) Where the operator has reason to believe that correspondence may be harmful to a resident, the operator may read, but shall not censor or withhold, correspondence to and from the resident.

(3) The operator may remove any improper article from the correspondence before forwarding the correspondence to the resident or other intended recipient.

(4) Where correspondence is opened or an article removed from the correspondence, the reason for opening the correspondence or removing the article shall be noted in the resident's case record.

(5) Every resident shall be permitted to send to or receive correspondence from the resident's solicitor, the Ombudsman and members of the Ontario Legislative

Assembly and the Parliament of Canada and, notwithstanding subsections (2) and (3), such correspondence shall be forwarded unopened. O. Reg. 936/80, s. 38.

#### MEDICAL AND DENTAL CARE

39.—(1) Every operator shall ensure that the written policies and procedures with respect to the health program referred to in section 26 provide for,

(a) resident access to community health programs;

(b) arrangements for a physician and dentist to advise the operator on an ongoing basis about medical and dental care required by the residents;

(c) at least an annual assessment of the health, vision, dental and hearing condition of the residents;

(d) health education for the residents; and

(e) the carrying out of procedures recommended by a physician for the prevention and control of disease.

(2) Every operator shall ensure that the services of a physician are provided for each resident at regular intervals and as often as needed by the resident.

(3) Where it is proposed to administer any medical or dental treatment to a resident, the proposed treatment shall be fully explained to the resident in language suitable to the resident's age and understanding.

(4) Every operator shall maintain a cumulative record of the resident's medical and dental examinations and treatment while the resident is in the residence and the record shall be kept in the resident's case record. O. Reg. 936/80, s. 39.

40.—(1) Subject to section 41, every operator shall ensure that,

(a) prescription medicines are administered to residents only under the general supervision of the program staff of the residence and only when prescribed by a physician; and

(b) a record is kept of all medication given to residents, including the type of medication, the period for which it is prescribed, when each dose is to be given and is given, and by whom each dose is given.

(2) The record referred to in subsection (1) shall be available to the prescribing physician upon request. O. Reg. 936/80, s. 40.

41. Where in the opinion of a physician an older resident will derive some benefit from the responsibility of administering the resident's own medication, a copy of the physician's written self-medication plan for that

resident shall be kept in the resident's record. O. Reg. 936/80, s. 41.

42. Every operator shall ensure that any person in a residence suffering from a communicable disease and for whom isolation is considered necessary by a physician is isolated from other persons in the residence who have not been infected. O. Reg. 936/80, s. 42.

43.—(1) Every operator shall provide the staff of the residence with a first aid kit for use in the residence.

(2) The contents of the first aid kit referred to in subsection (1) shall be approved by the physician advising the operator and the kit shall be kept in a location that is known and accessible to staff of the residence. O. Reg. 936/80, s. 43.

#### DISCIPLINE, PUNISHMENT AND ISOLATION

44.—(1) Every operator shall have written policies and procedures with respect to discipline, punishment and any isolation measures to be used by employees of the operator in the residence and the policies and procedures shall set out the permitted and prohibited practices.

(2) The policies and procedures referred to in subsection (1) shall be reviewed with all staff of the residence upon orientation and at least annually thereafter. O. Reg. 936/80, s. 44.

45. The policies and procedures referred to in section 44 shall meet the following criteria:

1. The operator shall ensure that staff and residents know the types of behaviour of residents that will result in the use of disciplinary measures.
2. The operator shall have previously approved and made known to staff the methods of discipline to be used.
3. Staff who carry out disciplinary procedures shall have completed a training program with respect to the methods of discipline approved by the operator.
4. A resident placed in isolation from other residents shall be closely supervised by a staff member and shall be removed from isolation as soon as the resident has regained self-control.
5. Any punishment given to a resident shall be recorded in the resident's case record by the program staff involved in the punishment and reviewed with the operator or the operator's designate. O. Reg. 936/80, s. 45.

46.—(1) No operator shall use or permit the use of,

- (a) corporal punishment of a resident by an employee of the operator or by another resident or group of residents;

- (b) deliberate harsh or degrading measures that would humiliate a resident or undermine a resident's self-respect; and

- (c) deprivation of a resident of basic needs including food, shelter, clothing or bedding.

(2) Every operator shall develop and maintain policies and procedures with respect to the contravention of sections 44 and 45 and subsection (1) by staff of the residence and the policies and procedures shall be reviewed with each staff person during the staff person's orientation to the residence and at least annually thereafter. O. Reg. 936/80, s. 46.

47. No operator shall,

- (a) lock or permit to be locked, the exits of a residence at any time for the purpose of confining a resident; or

- (b) use a locked or lockable room or structure to confine a resident who has been withdrawn from other residents,

without the approval of a Director. O. Reg. 936/80, s. 47.

#### RECORDS AND REPORTS

48. Every operator shall maintain a written case record for each resident that shall include:

1. Personal background and identifying information including the resident's full name, sex and birthdate and the name, address and telephone number of the resident's guardian.
2. Reports of all medical examinations and treatment of the resident upon admission and while in the residence.
3. Academic records and reports concerning the resident, where applicable.
4. The plan of care developed for the resident and particulars of any review of the plan of care or of the resident's status.
5. Reports of any serious occurrences involving the resident.
6. In addition to those items referred to in paragraphs 1 to 5, such other information or documents as are required by this Regulation or considered appropriate by the operator or staff of the residence. O. Reg. 936/80, s. 48.

49.—(1) Every operator shall maintain a register of all residents including the name, sex, birthdate, birth place, and wardship status of each resident, the name and address of the resident's guardian, the date of admission of the resident and where the resident is discharged from the residence, the date of discharge of the resident and the name of the person or agency to whom the resident was discharged.

(2) Every operator shall submit to a Director such statistical information as the Director may require. O. Reg. 936/80, s. 49.

50.—(1) Every operator shall report to the resident's guardian, if the guardian has been involved in the plan of care, the agency that placed the resident and to a Director within twenty-four hours,

- (a) the death of the resident;
- (b) serious injury to the resident;
- (c) abuse or mistreatment of the resident including injuries, where abuse or mistreatment by staff is suspected or injury caused by the neglect of the operator;
- (d) complaints made by or about the resident, when considered by the operator to be of a serious nature;
- (e) fire or any other disaster occurring in the residence; and
- (f) in addition to those items referred to in clauses (a) to (e), any other serious occurrence concerning the resident.

(2) Where an incident referred to in clause (1) (a), (b), (c), (d), (e) or (f) occurs, the time of an occurrence, the name of the person reporting it and the person to whom the report was made shall be recorded in the resident's case record.

(3) Every operator shall report to the resident's guardian if the guardian has been involved in the plan of care, the agency that placed the resident and the local police,

- (a) every absence of a resident without permission that exceeds twenty-four hours; and
- (b) any absence for a period of less than twenty-four hours when considered appropriate by the operator or the staff of the residence. O. Reg. 936/80, s. 50.

#### EMERGENCY PROCEDURES

51. Each staff person in a residence shall, before or during their first time on duty and at least annually thereafter, be instructed in all emergency procedures. O. Reg. 936/80, s. 51.

#### STAFFING

52.—(1) Subject to subsection (4), every operator shall employ a sufficient number of program staff to ensure a minimum ratio of one program staff person to every eight residents in the residence averaged over a twenty-four hour period.

(2) Subject to subsection (4), in every parent-model residence without auxiliary staff, the number of residents including the children shall not exceed eight.

(3) In every staff-model residence where more than one program staff person is on duty per shift, one person shall be designated to be in charge of the shift.

(4) Every operator shall ensure that where a child is on the premises of a residence, the operator has made reasonable provision in the circumstances for the supervision, care and safety of the child, and that an additional adult is on call when children are on the premises and only one adult is on the premises. O. Reg. 936/80, s. 52.

#### PRE-LICENSING DOCUMENTATION

53. Every applicant for a licence to establish, operate and maintain a children's residence shall prepare and keep on file and provide to a Director when required by the Director,

- (a) a written proposal that outlines the program goals, residents to be served and services to be provided in the residence;
- (b) documentation of the need for a residence and a description of the needs of the client population to be served by the residence;
- (c) documentation of available community and neighbourhood facilities and services and the ways in which these are appropriate and available to the children to be served by the residence;
- (d) written evidence of consultation with community service agencies from which services for the residents will be required;
- (e) information concerning similar or related facilities existing within the neighbourhood and their proximity to the proposed site of the residence;
- (f) a description of the neighbourhood in which an operator proposes to establish a residence and of the ways in which the neighbourhood will be suitable for the residence;
- (g) evidence that the municipalities and school boards in the area where the residence is to be located have been notified in writing of the intent to establish a residence;
- (h) a plan for securing neighbourhood acceptance of the residence; and
- (i) a plan for securing funds to establish, equip and operate the residence. O. Reg. 936/80, s. 53.

## ACCOMMODATION

54. Every applicant for a licence or renewal of a licence to establish, operate or maintain a children's residence shall provide to a Director a copy of the site plan of the residence and a drawing to scale of the floor plan of the residence, showing windows, doors, exits and stairways and the proposed uses of each room in the residence. O. Reg. 936/80, s. 54.

55. Accommodation for residents shall meet the following minimum specifications:

1. No rooms without windows shall be used as bedrooms and basements shall not be used for sleeping accommodation unless such use is approved by a Director.
2. Each bedroom shall have a minimum area of 5 square metres of floor space for each resident over the age of 18 months and under the age of 16 years and a minimum of 7 square metres of floor space for each resident 16 years of age or over.
3. A residence that accommodates residents under the age of 18 months shall have a minimum area of 3.25 square metres of floor space for each resident with at least 7.5 square metres of floor space in every bedroom where residents under the age of 18 months are accommodated.
4. Each resident shall be provided with his or her own bed suitable for the resident's age and size, a clean mattress and bedding that is appropriate according to the weather and climate.
5. No resident over 6 years of age shall share a bedroom with another resident of the opposite sex unless the other resident is a sibling of the resident. O. Reg. 936/80, s. 55.

56.—(1) Every residence shall have a minimum of one wash basin with hot and cold water and one flush toilet for every five residents or fewer and one bath or shower with hot and cold water for every eight residents or fewer and, where there is more than one toilet in any one room, each toilet shall have a separate compartment.

(2) The maximum water temperature in a washroom or bathroom of a residence shall be 49 degrees Celsius. O. Reg. 936/80, s. 56.

57. Every operator shall ensure that,

- (a) drugs and records are kept in locked containers and only persons authorized by the operator shall have access to the drugs and records;
- (b) the heating system of the residence is maintained at a minimum temperature range of 17

degrees Celsius to 20 degrees Celsius from the 1st day of October to the 31st day of May in any year; and

- (c) at least once a year, all fuel-fired appliances in the residence are serviced by qualified personnel and chimneys in the residence are cleaned on the recommendation of the personnel and a record is kept of the servicing and cleaning. O. Reg. 936/80, s. 57.

## FIRE SAFETY AND HEALTH

58.—(1) In this section and sections 59, 60 and 61,

- (a) "acceptable exit" means that part of a means of egress that meets the requirements of Regulation 87 of Revised Regulations of Ontario, 1980 made under the *Building Code Act* and that leads to a public thoroughfare or to an approved open space and that may include any one of the items enumerated herein or any combination thereof:

1. An exterior doorway to grade.
2. An exterior ramp.
3. An exterior stairway.

4. A fire escape that meets the specifications of Sentences 3.4.1.4.(3) and 3.4.8.16.(1), (2), (4), (5), (6), (7), (8), (9) and (10) of Regulation 87 of Revised Regulations of Ontario, 1980 made under the *Building Code Act*.

5. An interior stairway that is separated from the remainder of the building by a fire separation;

- (b) "fire-resistance rating" means the time that a material or assembly of materials will withstand the passage of flame and the transmission of heat when exposed to fire under specified conditions or as determined by extension or interpretation of information derived therefrom in accordance with Regulation 87 of Revised Regulations of Ontario, 1980 made under the *Building Code Act*;

- (c) "fire separation" means a construction assembly that acts as a barrier against the spread of fire;

- (d) "Type 1 Residence" means a residence that provides care for four or fewer children;

- (e) "Type 2 Residence" means a residence that provides care for five or more up to and including ten children;

- (f) "Type 3 Residence" means a residence that provides care for eleven or more up to and including nineteen children;

(g) "Type 4 Residence" means a residence that provides care for twenty or more children.

(2) Except where otherwise provided, every door in a fire separation shall be reasonably smoke-tight and shall have a self-closing device and a latch that shall be installed so as to return and hold the door in the closed position after each use. O. Reg. 936/80, s. 58.

59.—(1) Every operator of a Type 1 Residence shall ensure that the residence has,

- (a) at least one acceptable exit from the first storey of the residence;
- (b) at least one acceptable exit from the third storey of the residence where the third storey provides sleeping accommodation; and
- (c) a single station smoke alarm or alarms listed by Underwriters' Laboratories of Canada located between bedrooms or sleeping areas and the remainder of the building.

(2) Every operator of a Type 2 Residence shall ensure that the residence has,

- (a) a fire separation that does not require a fire resistance rating between any fuel-fired appliance and the remainder of the building where there is a bedroom on the same floor as the fuel-fired appliance and a fire separation that does not require a fire resistance rating between the kitchen and the remainder of the building if there is a bedroom on the same floor as the kitchen;
- (b) at least one acceptable exit from each storey of the residence, not including a storey used solely for storage or the basement, except where the basement is used for sleeping accommodation or recreational activities;
- (c) smoke alarms listed by Underwriters' Laboratories of Canada that are located in each bedroom or sleeping area and in each storey at interior stairways;
- (d) interior finishes that conform to the requirements of Regulation 87 of Revised Regulations of Ontario, 1980 made under the *Building Code Act*; and
- (e) a 2A 10 B.C.—rated fire extinguisher for the kitchen that is listed by Underwriters' Laboratories of Canada.

(3) Every operator of a Type 3 Residence shall ensure that the residence has,

- (a) a fire-rated separation that has a fire resistance rating of at least one hour between fuel-fired appliances and the remainder of the building;
- (b) a fire separation that has a fire resistance rating of at least three-quarters of an hour but

that does not require self-closing devices on doors between bedrooms or sleeping areas and the remainder of the building;

- (c) a fire separation having a fire resistance rating of at least three-quarters of an hour between each corridor serving a bedroom or sleeping area as a required means of egress and the remainder of the building;
- (d) a fire separation that does not require a fire resistance rating between the kitchen and the remainder of the building if there is a bedroom on the same floor as the kitchen;
- (e) at least two acceptable exits from each storey of the residence, not including a storey used solely for storage;
- (f) a fire alarm system that complies with the requirements of Regulation 87 of Revised Regulations of Ontario, 1980 under the *Building Code Act* for Group B, Division 2 occupancy except that fire alarm system detectors in bedrooms and in corridors to which bedrooms have direct access shall be smoke detectors;
- (g) fire resistance ratings for the structural members and assemblies that comply with the requirements of Regulation 87 of Revised Regulations of Ontario, 1980 under the *Building Code Act* and the floor assemblies shall be constructed as fire separations;
- (h) interior finishes that conform to the requirements of Regulation 87 of Revised Regulations of Ontario, 1980 under the *Building Code Act*; and
- (i) fire extinguishers that meet the provisions of Article 6.7.3.10 of Regulation 87 of Revised Regulations of Ontario, 1980 under the *Building Code Act* for light hazard occupancy.

(4) A Type 4 Residence shall conform to the requirements set forth in Part 3 of Regulation 87 of Revised Regulations of Ontario, 1980 under the *Building Code Act* for Group B, Division 2 occupancy except that fire alarm system detectors in bedrooms and corridors to which bedrooms have direct access shall be smoke detectors. O. Reg. 936/80, s. 59.

60. Every operator shall ensure that,

- (a) staff of the residence and residents are instructed in the procedure to be followed when a fire alarm is activated and that the procedures are understood by all staff and residents;
- (b) the procedures referred to in clause (a) are posted in conspicuous places in the residence and practised at least once a month and that a record is kept of such practices;
- (c) the fire alarm is used to initiate all fire drills;

- (d) all exits from the residence are clear and unobstructed at all times;
- (e) flammable liquids and paint supplies that are kept in the residence are stored in lockable containers;
- (f) sprinkler heads and fire detector heads in the residence are not painted;
- (g) the smoke detectors in the residence are maintained according to the manufacturer's instructions and tested at least once a month and that a record is kept of such testing;
- (h) where battery operated smoke alarms are permitted, new batteries are installed annually in each battery-operated smoke alarm in the residence and that a record is kept of each installation. O. Reg. 936/80, s. 60.

61. Every operator of a Type 2 Residence, Type 3 Residence or Type 4 Residence shall ensure that,

- (a) the fire protection equipment in the residence including any sprinkler system, fire extinguishers, hose and stand pipe equipment is inspected at least once a month and that a record is kept of each inspection;
- (b) each piece of fire protection equipment referred to in clause (a) is serviced at least once a year by a person who is qualified to service the particular piece of equipment and that a record is kept of each servicing;
- (c) the fire alarm system in the residence is tested at least once a month and that a record is kept of each test;
- (d) the fire alarm system is inspected at least once a year by qualified fire alarm maintenance personnel and that a record is kept of each inspection;
- (e) the staff of the residence are trained in the proper use of fire extinguishing equipment and that a record is kept of each training session; and
- (f) an inspection of the premises of the residence, including equipment in the kitchen and laundry is made each night to ensure that there is no danger of fire and that all doors to stairwells, fire doors and smoke barrier doors are kept closed and that a record of each inspection is kept in the daily log of the residence. O. Reg. 936/80, s. 61.

62. Every operator shall ensure that,

- (a) all poisonous and hazardous substances that are kept in the residence are kept in lockable containers;
- (b) harmful substances and objects not essential to the operation of the residence are not kept in the residence;
- (c) firearms are not kept on the premises of the residence; and
- (d) a supply of drinking water that is in the opinion of the local Medical Officer of Health sanitary and adequate for the requirements of residents is provided in the residence. O. Reg. 936/80, s. 62.

63. The following classes of children's residences are exempt from compliance with the provisions of section 4 of the Act and this Regulation for a period commencing on the 15th day of November, 1980 and ending on the date set out:

1. Children's Mental Health Centres approved for the purposes of the *Children's Mental Health Services Act* until the 15th day of February, 1981.
2. Observation and Detention Homes operated under the *Provincial Courts Act* until the 15th day of February, 1981.
3. Children's Institutions approved for the purposes of the *Children's Institutions Act* until the 15th day of May, 1981.
4. Charitable Institutions approved for the purposes of the *Charitable Institutions Act* until the 15th day of May, 1981.
5. Training Schools established under the *Training Schools Act* until the 15th day of May, 1981.
6. Residences in which three or more children not of common parentage reside and that are supervised or operated by a children's aid society under the *Child Welfare Act* until the 15th day of August, 1981.
7. Facilities designated under the *Developmental Services Act* until the 15th day of October, 1981.
8. Homes and auxiliary residences approved for the purposes of the *Homes for Retarded Persons Act* until the 15th day of October, 1981. O. Reg. 936/80, s. 63.

Form 1

Children’s Residential Services Act

APPLICATION

FOR: ☐ A LICENCE: OR ☐ RENEWAL OF A LICENCE

To: A Director appointed for the purposes of the *Children’s Residential Services Act*.

Under the Act and regulations, I hereby apply for:

☐ a licence or ☐ renewal of a licence to operate the children’s residence named and described below.

OR

☐ a licence or ☐ renewal of a licence to provide residential care for three or more children at more than one location.

I A. If unincorporated Operator:

i. Name	Miss	Date of Birth
	Mrs.	
Applicant/Mr.	.....	.....
Operator	(surname)	(given names) D/ M/ Y
.....	.....	.....
	(name)	(address) (telephone number)

B. If Corporation Will Operate:

i. Name of Corporation .....

Head Office Address .....

Telephone Number .....

ii. Name of two

authorized signing officers ..... (name) (name)

Office held ..... (office)

Address of

signing officers ..... (address) (address)

II	<input type="checkbox"/> Name of Children’s Residence	<input type="checkbox"/> Name of Children’s Service (if licence is to provide residential care)
	.....	.....

III	<input type="checkbox"/> Address of Children’s Residence	<input type="checkbox"/> Address of Office (if licence is to provide residential care)
	.....	.....
	(number and street or rural route)	(City, town, village, or post office)
		.....
		(county)
	.....	.....
	(telephone number)	(telephone number)

IV	Brief description of premises of residence:
	.....
	.....
	.....
	.....
	.....
	.....

V	<input type="checkbox"/> Purpose of children’s residence:
	Description of Program, number of children to be served, sex, age, range, kinds of problems to be served:
	.....
	.....
	.....
	.....
	.....

☐ Names of persons and addresses of Homes to be used to provide residential care:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

VI I have attached the following: (where applicable)

(check boxes)

- ☐ i. The registration fee of \$100.00
- ☐ ii. The renewal registration fee of \$100.00

Dated at \_\_\_\_\_

this ..... day of \_\_\_\_\_, 19.....

(signature of applicant or authorized officers of corporation)

O. Reg. 936/80, Form 1.

Form 2

*Children's Residential Services Act*

LICENCE/RENEWAL OF LICENCE

☐ TO OPERATE A CHILDREN'S RESIDENCE

OR

☐ TO PROVIDE RESIDENTIAL CARE FOR THREE OR MORE CHILDREN AT MORE THAN ONE LOCATION

No. \_\_\_\_\_ Issued \_\_\_\_\_

UNDER the *Children's Residential Services Act* and the regulations, and subject to the limitations thereof, this licence is granted to \_\_\_\_\_

of the \_\_\_\_\_ of \_\_\_\_\_

☐ to operate a children's residence under the name of \_\_\_\_\_

at \_\_\_\_\_ in the \_\_\_\_\_  
(street and number or rural route)

\_\_\_\_\_ of \_\_\_\_\_ in the \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_

OR

☐ to provide residential care under the name of \_\_\_\_\_  
at \_\_\_\_\_ in the \_\_\_\_\_  
(address of office)  
\_\_\_\_\_ of \_\_\_\_\_ in the \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_

1. This licence expires on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_

2. ☐ The maximum number of children that may be cared for in the children's residence at any one time  
is \_\_\_\_\_

OR

☐ The maximum number of children for whom residential care may be provided at any one time  
is \_\_\_\_\_

3. This licence is subject to the following terms and conditions:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

.....  
(Signature of Director)

O. Reg. 936/80, Form 2.

Form 3

*Children's Residential Services Act*

PROVISIONAL LICENCE TO OPERATE A CHILDREN'S RESIDENCE

No. \_\_\_\_\_ Issued \_\_\_\_\_

UNDER the *Children's Residential Services Act* and the regulations, and subject to the limitations  
thereof, this provisional licence is granted to \_\_\_\_\_  
of the \_\_\_\_\_ of \_\_\_\_\_  
to operate a children's residence under the name of \_\_\_\_\_  
at \_\_\_\_\_ in the \_\_\_\_\_  
(number and street or rural route)  
of \_\_\_\_\_ in the \_\_\_\_\_  
of \_\_\_\_\_

1. This licence expires on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_

2. The applicant does not meet the following requirements for issuance/renewal of a licence:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. The maximum number of children that may be cared for in the children’s residence at any one time is \_\_\_\_\_

4. This licence is subject to the following terms and conditions:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

.....  
Signature of Director

O. Reg. 936/80, Form 3.

Form 4

*Children’s Residential Services Act*

NOTICE OF INTENTION

To \_\_\_\_\_  
(name of applicant or licensee)

TAKE NOTICE that pursuant to the authority vested in me under the provisions of section 5 of the *Children’s Residential Services Act* I hereby propose to:

- ☐ refuse to issue a licence to you
- ☐ refuse to renew your licence
- ☐ revoke your licence

1. To operate a children’s residence at \_\_\_\_\_  
(street address)

in the \_\_\_\_\_ of \_\_\_\_\_

in the \_\_\_\_\_ of \_\_\_\_\_

OR

2. To provide residential care for three or more children at more than one location

for the following reasons: \_\_\_\_\_

\_\_\_\_\_

AND FURTHER TAKE NOTICE that under the provisions of section 6 of the *Children’s Residential Services Act*, you have a right to have a hearing of this matter before the Children’s Services Review Board which has been appointed under section 3 of the *Children’s Residential Services Act*, but in order to obtain such a hearing you must, within fifteen days of the receipt of this notice, request such a hearing by completing and sending to me and to the Children’s Services Review Board the prescribed Forms.

1. Extract from the *Children’s Residential Services Act*:

“6.—(1) Where a Director proposes under section 5 to refuse to issue a licence or to refuse to renew or revoke a licence issued under that section, the Director shall cause notice to be served of the Director’s proposal, together with written reasons therefor, on the applicant or the licensee, as the case may be.

(2) A notice under subsection (1) shall inform the applicant or licensee, as the case may be, that the applicant or licensee is entitled to a hearing by the Board if the applicant or licensee mails or delivers, within fifteen days after the notice is served on the applicant or licensee, notice in writing to the Director and to the Board, requiring a hearing and the applicant or licensee, as the case may be, may so require such a hearing.

(3) Where an applicant or licensee does not require a hearing by the Board in accordance with subsection (2), the Director may carry out the proposal stated in the Director’s notice under subsection (1) without a hearing.

(4) Where an applicant or licensee requires a hearing by the Board in accordance with subsection (2), the Board shall appoint a time for and hold the hearing and, at the hearing, may by order direct the Director to carry out the Director’s proposal or refrain from carrying out the Director’s proposal and to take such action as the Board considers the Director ought to take in accordance with this Act and the regulations, and, for such purposes, the Board may substitute its opinion for that of the Director.”

2. Extract from Regulation 101 of Revised Regulations of Ontario, 1980 under the *Children’s Residential Services Act*:

“7.—(1) A notice by a Director to an applicant or licensee under subsection 6 (1) of the Act shall be in Form 4.

(2) The notice referred to in subsection (1) shall be served or caused to be served by a Director and shall be accompanied by two blank copies of Form 5.

(3) A notice that an applicant or licensee may give to a Director and to the Board under subsection 6 (2) of the Act or subsection 7 (1) of the Act shall be in Form 5.”

O. Reg. 936/80, Form 4.

Form 5

*Children’s Residential Services Act*

REQUEST FOR HEARING

To: A Director appointed for the purposes of the  
*Children’s Residential Services Act*

and

To: The Chairman of the Children’s Services Review Board  
Parliament Buildings, Toronto

Name of Applicant or licensee .....

Address of applicant or licensee .....

Number		Street or Rural Route	
.....	.....	.....	.....
City	Town	Village	P.O.
.....	.....	.....	.....
Township		County	

TAKE NOTICE that I hereby request a hearing by the Children’s Services Review Board appointed under section 3 of the *Children’s Residential Services Act* in respect of the decision of a Director appointed for the purposes of the *Children’s Residential Services Act*, to:

- ☐ refuse to issue a licence to me
- ☐ refuse to renew my licence
- ☐ revoke my licence
- ☐ attach terms and conditions to my licence under subsections 4 (2), (4) or (5)

1. To operate a children’s residence at \_\_\_\_\_  
(street address)  
in the \_\_\_\_\_ of \_\_\_\_\_  
in the \_\_\_\_\_ of \_\_\_\_\_  
under the name of \_\_\_\_\_

OR

2. To provide residential care for three or more children at more than one location.

.....  
(date) (signature of applicant or licensee)

O. Reg. 936/80, Form 5.

Form 6

*Children’s Residential Services Act*

NOTICE OF HEARING

To: .....  
(name of applicant or licensee)  
.....  
(address of applicant or licensee)

TAKE NOTICE that a hearing will be held by the Children’s Services Review Board appointed under section 3 of the *Children’s Residential Services Act*, in respect of a decision of a Director appointed for the purposes of the *Children’s Residential Services Act* to:

- ☐ refuse to issue a licence to you
- ☐ refuse to renew your licence
- ☐ revoke your licence
- ☐ attach terms and conditions to your licence under subsection 4 (2), (4) or (5)

1. To operate a children’s residence at \_\_\_\_\_  
(address)  
in the \_\_\_\_\_ of \_\_\_\_\_  
in the \_\_\_\_\_ of \_\_\_\_\_  
under the name of \_\_\_\_\_

OR

2. To provide residential care for three or more children at more than one location.

AND TAKE NOTICE that the rules of procedure applicable to the hearing are contained in sections 6 to 11 inclusive of the *Children's Residential Services Act*, and that in accordance with the said rules of procedure you are a party to the hearing and as such are entitled to be represented at the hearing by counsel or by your agent.

AND FURTHER TAKE NOTICE that if a party who has been duly notified does not attend at the hearing The Children's Services Review Board may proceed in the party's absence and the party is not entitled to notice of any further proceedings.

.....  
(date)

.....  
(signature of Chairman of  
The Children's Services Review Board)

O. Reg. 936/80, Form 6.

## REGULATION 102

### under the Chiropractic Act

#### GENERAL

##### INTERPRETATION

1. In this Regulation, "secretary-treasurer" means secretary-treasurer of the Board. R.R.O. 1970, Reg. 90, s. 1.

##### REGISTRATION

2. The secretary-treasurer shall maintain a register of persons admitted to practise as chiropractors. R.R.O. 1970, Reg. 90, s. 2.

3.—(1) The secretary-treasurer shall register as a chiropractor any person who,

- (a) is of good moral character;
- (b) is at least twenty-one years of age;
- (c) has passed the examination prescribed by section 12;
- (d) presents evidence that he has completed at least three months clinical experience in chiropractic under the supervision of a registered chiropractor; and
- (e) pays a registration fee of \$25. R.R.O. 1970, Reg. 90, s. 3 (1); O. Reg. 221/76, s. 1 (1).

(2) The secretary-treasurer shall register any person who,

- (a) is registered as a chiropractor in a jurisdiction,
  - (i) outside Ontario under provisions similar to this Regulation, and
  - (ii) in which persons registered as chiropractors under the Act may register without examination; and
- (b) pays a registration fee of \$600. R.R.O. 1970, Reg. 90, s. 3 (2); O. Reg. 221/76, s. 1 (2); O. Reg. 956/78, s. 1.

4. The secretary-treasurer shall issue a certificate,

- (a) of registration in Form 1 to a chiropractor who is registered; and
- (b) of renewal of registration in Form 2 to a chiropractor whose registration is renewed. R.R.O. 1970, Reg. 90, s. 4.

5.—(1) The registration of a chiropractor expires with the first Monday in February in each year. R.R.O. 1970, Reg. 90, s. 5 (1).

(2) The secretary-treasurer shall renew a chiropractor's registration for one year where the chiropractor pays the renewal fee prescribed by clause 7 (a) or (b). O. Reg. 221/76, s. 2.

6.—(1) Where a chiropractor fails to pay the renewal fee on or before the expiry date, the secretary-treasurer shall notify the chiropractor by registered mail addressed to his last known address on the register that his registration has expired.

(2) Where a chiropractor whose registration has expired pays the fee prescribed by clause 7 (c), the secretary-treasurer shall register the chiropractor. R.R.O. 1970, Reg. 90, s. 6.

7. The fee to be paid,

- (a) on annual renewal of registration by a chiropractor who is actively engaged in the practice of chiropractic in Ontario is \$600;
- (b) on annual renewal of registration by a chiropractor who is not actively engaged in the practice of chiropractic in Ontario is \$100; and
- (c) where his registration has expired and the chiropractor has failed to pay his renewal fee within thirty days after the date of expiry for each year or part of a year that has passed since the expiry, \$100. O. Reg. 221/76, s. 3; O. Reg. 956/78, s. 2.

##### DISCIPLINE

8.—(1) A chiropractor shall,

- (a) not hold himself out as a chiropractor in a manner that is misleading, unethical or unprofessional;
- (b) confine all advertisements to his name, address and telephone number in a uniform list in newspapers, magazines, directories and similar media under the heading "chiropractor" or "podiatrist";
- (c) not use any title or affix, except,
  - (i) his degree or degrees, and
  - (ii) the word "chiropractor" or "podiatrist";
- (d) not use a designation that does not include his name;

- (e) not offer in any manner to guarantee a cure; and
- (f) display his name conspicuously at his place of business.

(2) No chiropodist shall practise in the employment of or in association with a commercial business, or in a manner that is likely to appear to the public to be in the employment of or in association with a commercial business, other than to treat the employees of the business.

(3) Subsection (2) does not affect an agreement existing on the 11th day of February, 1958. R.R.O. 1970, Reg. 90, s. 8.

9.—(1) The Board may, after a hearing, suspend or cancel the registration of any chiropodist found to have been,

- (a) guilty of misconduct or any violation of the Act or this Regulation; or
- (b) ignorant or incompetent.

(2) Before holding a hearing, the Board shall send by registered mail to the chiropodist at his last known address on the register a notice,

- (a) giving the details of the alleged misconduct, violation, ignorance or incompetence and the nature of the evidence in support thereof; and
- (b) appointing the date, time and place for the hearing.

(3) The Board shall allow at least ten clear days between the date of sending the notice and the date of the hearing.

(4) If the chiropodist fails to attend the hearing on the date and at the time and place appointed, the hearing may proceed and a decision may be made in his absence.

(5) At the hearing, the chiropodist is entitled to hear the evidence against him, to cross-examine thereon, to call witnesses in his behalf and to present his argument.

(6) The chiropodist may be represented at the hearing by counsel or by an agent.

(7) Where the Board decides to suspend the registration, the period of suspension shall not be longer than thirty days. R.R.O. 1970, Reg. 90, s. 9.

10.—(1) The Board may appoint an inspector for the investigation of complaints made against a chiropodist.

(2) The inspector shall investigate a written complaint that a registered chiropodist has been guilty of misconduct or displayed such ignorance or incom-

petence as to render it desirable in the public interest that his registration be cancelled or suspended.

(3) The Board shall pay the salary and expenses of the inspector out of funds at the disposal of the Board. R.R.O. 1970, Reg. 90, s. 10.

11.—(1) The Board may appoint a chiropodist to investigate or assist the inspector in investigating a complaint. R.R.O. 1970, Reg. 90, s. 11 (1).

(2) A chiropodist appointed under subsection (1) shall be paid,

- (a) a *per diem* fee not exceeding \$175; and
- (b) the actual amount spent in travelling and living expenses. R.R.O. 1970, Reg. 90, s. 11 (2); O. Reg. 221/76, s. 4.

#### EXAMINATIONS

12.—(1) The Board shall conduct or cause to be conducted examinations at least once a year.

(2) The Board shall conduct or cause to be conducted supplemental examinations within four months after each examination under subsection (1).

(3) The subjects for examination,

- (a) shall,
  - (i) be limited in their scope to cover only the requirements for chiropody, and
  - (ii) require such medical and surgical knowledge as is required for the practice of chiropody; and

(b) may be written, oral or clinical.

(4) The subjects for examination are,

- (a) anatomy and histology;
- (b) bacteriology;
- (c) chemistry, materia medica and therapeutics;
- (d) clinical chiropody and technique;
- (e) dermatology and syphilology;
- (f) hygiene and sanitation;
- (g) pathology;
- (h) physiology; and
- (i) X-ray and diagnosis. R.R.O. 1970, Reg. 90, s. 12.

**13.—(1)** The Board shall appoint at least two chiroprodists as examiners, one of whom shall be a member of the Board.

(2) The Board shall cause the examiners to prescribe the examinations for the admission of chiroprodists to practise in Ontario upon the subjects set out in subsection 12 (4).

(3) The examiners shall submit to the Board the examinations prescribed under subsection (2).

(4) If the Board approves the examinations submitted under subsection (3), the examiners shall examine the applicants in accordance with the prescribed examinations at a time and place determined by the Board. R.R.O. 1970, Reg. 90, s. 13.

**14.** The Board shall,

- (a) review all examination marks given to an applicant and the papers written by him; and
- (b) approve a mark given by the examiners or order the re-examination of the applicant. R.R.O. 1970, Reg. 90, s. 14.

**15.** Examiners appointed under this Regulation shall receive their actual expenses together with,

- (a) \$250 in respect of all applicants trying complete examinations; or
- (b) \$50 for each subject for each applicant being re-examined. O. Reg. 221/76, s. 5.

**16.—(1)** Any person who,

- (a) is of good moral character;
- (b) has Grade 13 standing in nine papers including physics, chemistry, botany and zoology or an equivalent standing as determined by the Minister of Health; and
- (c) has graduated from a school or college referred to in section 20,

may apply to the secretary-treasurer as a candidate for the examinations.

(2) Application for examination shall be made in Form 3 to the secretary-treasurer at least fifteen days before the examination is to be held. R.R.O. 1970, Reg. 90, s. 16 (1, 2).

(3) The application shall be accompanied by,

- (a) two character references from persons who are not related to the applicant by blood or marriage;

(b) evidence of Grade 13 standing in nine papers including physics, chemistry, botany and zoology or an equivalent standing as determined by the Minister of Health;

(c) a certificate in Form 4 from the head of the teaching staff of a school, college or university approved by the Board;

(d) a certificate in Form 5 signed by a chiroprodist;

(e) a diploma or certificate or a photostatic copy thereof from a school, college or university approved by the Board;

(f) the prescribed examination fee; and

(g) an unmounted photograph of the applicant,

(i) not larger than 8.8 centimetres by 12.5 centimetres,

(ii) taken within three months of the date of the application, and

(iii) certified by the head of the teaching staff of the school, college or university referred to in clause (c), or by two chiroprodists, to be a true photograph of the applicant. R.R.O. 1970, Reg. 90, s. 16 (3); O. Reg. 1078/80, s. 1.

(4) The Board shall review the application and, if it complies with this Regulation, the Board shall cause the secretary-treasurer to notify the candidate of the time and place fixed for the examination. R.R.O. 1970, Reg. 90, s. 16 (4).

**17.—(1)** A person who has,

(a) been notified under section 16; and

(b) paid the fee prescribed by section 19,

may try the examinations.

(2) An applicant passes the examinations if he obtains,

(a) at least 55 per cent of the total marks in each subject; and

(b) an average of at least 60 per cent of the total marks of all subjects.

(3) A person who has,

(a) tried the examinations;

(b) failed in three subjects or fewer; and

(c) paid the fee prescribed by section 19,

may be re-examined in the subjects in which he has failed.

(4) Where an applicant fails in one or more subjects upon re-examination under subsection (3), he shall not be re-examined further. R.R.O. 1970, Reg. 90, s. 17.

**18.** A person who is trying an examination or re-examination shall be allowed not less than,

- (a) 1½ hours for each subject written; and
- (b) thirty minutes for an oral examination in any subject for which an oral examination is required. R.R.O. 1970, Reg. 90, s. 18.

**19.** A person shall pay on examination a fee of,

- (a) \$100 for examination tried under subsection 17 (1); and
- (b) \$50 for each subject at a re-examination under subsection 17 (3). R.R.O. 1970, Reg. 90, s. 19; O. Reg. 221/76, s. 6.

#### APPROVED SCHOOLS

**20.** The Board shall not approve a school, college or university unless it,

- (a) requires a candidate for admission to have Grade 13 standing in nine papers including physics, chemistry, botany and zoology or an equivalent standing as determined by the Minister of Health;
- (b) gives a four-year course of instruction in chiropractic; and
- (c) is accredited by the Council on Education of The Canadian Association of Chiropractors. R.R.O. 1970, Reg. 90, s. 20.

#### PROCEDURE OF THE BOARD

**21.—(1)** The chairman shall,

- (a) subject to subsection (2), preside at all meetings of the Board;
- (b) sign the minutes of each meeting when approved by the Board; and
- (c) carry out the duties assigned to him by the Board.

(2) If the chairman is absent from a meeting of the Board, the vice-chairman shall preside at the meeting. R.R.O. 1970, Reg. 90, s. 21.

**22.—(1)** Three members of the Board constitute a quorum.

(2) If a vote at a meeting of the Board is tied, the person presiding at the meeting shall have a second vote. R.R.O. 1970, Reg. 90, s. 22.

**23.—(1)** The chairman may call a meeting of the Board but shall call a meeting upon the written request of two members.

(2) The chairman shall give the secretary-treasurer two weeks notice of each meeting called. R.R.O. 1970, Reg. 90, s. 23.

**24.** At least one week before a meeting of the Board, the secretary-treasurer shall give notice of the meeting in writing to each member of the Board. R.R.O. 1970, Reg. 90, s. 24.

**25.—(1)** The secretary-treasurer shall,

- (a) prepare before the 1st day of March in each year a list, in alphabetical order, of all chiropractors on the register with their addresses; and
- (b) submit the list to the chairman.

(2) If the chairman approves the list, the secretary-treasurer shall send a copy of the list to each chiropractor. R.R.O. 1970, Reg. 90, s. 25.

**26.** A member of the Board may inspect at any time the books, records or correspondence of the Board in the possession of the secretary-treasurer. R.R.O. 1970, Reg. 90, s. 26.

**27.** The secretary-treasurer is responsible for,

- (a) the correspondence of the Board;
- (b) taking and keeping the minutes of all meetings of the Board;
- (c) keeping the books of account;
- (d) receiving and depositing to the credit of the Board in a bank designated by the Board all money paid to the Board;
- (e) keeping a record of the results of all examinations and re-examinations; and
- (f) carrying out all instructions of the Board. R.R.O. 1970, Reg. 90, s. 27.

**28.** The fiscal year of the Board ends with the 31st day of December in each year. R.R.O. 1970, Reg. 90, s. 28.

**29.—(1)** The Board shall appoint a person other than a chiropractor as an auditor.

(2) The auditor shall audit all books and records of the Board after the first Monday in February and before the 7th day of March in each year. R.R.O. 1970, Reg. 90, s. 29.

#### ALLOWANCE FOR BOARD

**30.—(1)** Members of the Board shall be paid,

- (a) a *per diem* allowance not exceeding \$150; and
- (b) the amount actually spent for travelling and living expenses,

while engaged on business of the Board. R.R.O. 1970, Reg. 90, s. 30 (1); O. Reg. 221/76, s. 7 (1).

(2) In addition to the *per diem* allowance paid under clause (1) (a), the secretary-treasurer shall be paid an annual honorarium of \$750 together with actual expenses incurred in the performance of the duties of his office. O. Reg. 221/76, s. 7 (2).

(3) The Board may employ such persons and services as are required and may pay the salaries, fees and expenses of the person out of the funds at the disposal of the Board. R.R.O. 1970, Reg. 90, s. 30 (3).

Form 1

*Chiropody Act*

CERTIFICATE OF REGISTRATION  
AS A CHIROPODIST

Certificate No.....

This is to certify that under the *Chiropody Act*,  
and the regulations, .....  
(name)  
is registered as a chiropodist.

Dated.....day of....., 19..

.....  
Secretary-Treasurer of Board of  
Regents

R.R.O. 1970, Reg. 90, Form 1.

Form 2

*Chiropody Act*

CERTIFICATE OF RENEWAL OF  
REGISTRATION

19....

No..... Date.....

This is to certify that the registration of  
.....  
(name)

as a chiropodist has been renewed for the year ending  
with the first Monday in February, 19....

.....  
Secretary-Treasurer of Board of  
Regents

R.R.O. 1970, Reg. 90, Form 2.

Form 3

*Chiropody Act*

APPLICATION AS A CANDIDATE  
FOR EXAMINATION

To: The Secretary-Treasurer,  
Board of Regents,  
Address.....

I apply for registration as a chiropodist and in  
support thereof submit the following information:

- 1. Name.....  
(surname) (given names in full)
- 2. Place and date of birth.....
- 3. British subject.....  
(yes or no)
- 4. Home address.....
- 5. Business address.....
- 6. I have practised in.....  
(address)  
from.....  
(date)  
to.....  
(date)
- 7. I am a member of.....  
(Association of Chiropodists)  
.....
- 8. I am licensed or registered to practise chiropody in  
.....  
(province or state)
- 9. My preliminary educational qualifications are  
.....  
.....
- 10. Chiropody Schools, Colleges or Universities  
attended.....
- 11. Length of course.....  
(years) (months) (hours)
- 12. Date entered..... Date graduated.....
- 13. The certificate or diploma..... in Chiropody  
was conferred on me by the.....  
(name of school)

on.....day of....., 19....

14. Post-graduate courses.....

.....

Date of Application.....

I certify that the information in this application is true.

.....

(signature of applicant)

R.R.O. 1970, Reg. 90, Form 3.

Form 4

*Chiropody Act*

CERTIFICATE OF EDUCATION  
IN CHIROPODY

I certify that.....

(name of applicant)

attended.....

(name of school, college or university)

.....

(address of school, college or university)

and received from this school, college or university on

the.....day of....., 19..

a diploma or certificate in chiropody.....

(date of degree or diploma)

conferring.....

Dated at.....this day of

....., 19....

.....

(signature of head of  
teaching staff)

.....

(name of school, college  
or university)

R.R.O. 1970, Reg. 90, Form 4.

Form 5

*Chiropody Act*

CERTIFICATE OF INTERNSHIP

I,.....,

a registered chiropodist, certify that.....

(name of

.....has completed.....

applicant)

months of clinical experience as a chiropodist under  
my supervision.

Dated....., 19....

.....

(signature of chiropodist)

.....

(address of chiropodist)

R.R.O. 1970, Reg. 90, Form 5.

## REGULATION 103

### under the Collection Agencies Act

#### GENERAL

##### APPLICATION

1.—(1) An application for a registration as a collection agency or a renewal thereof shall be in Form 1. O. Reg. 842/80, s. 1 (1).

(2) An application for a registration as a collector shall be in Form 2. O. Reg. 21/71, s. 1 (2).

(3) An application for renewal of registration as a collector shall be in Form 3. O. Reg. 683/75, s. 1 (2), *part*.

(4) A notice by a collection agency under,

(a) clause 20 (1) (a) of the Act, shall be in Form 4;

(b) clause 20 (1) (b) of the Act, shall be in Form 4 and Form 5; and

(c) clause 20 (1) (c) of the Act, shall be in Form 6.

(5) A notice by a collector under subsection 20 (2) of the Act shall be in Form 6. O. Reg. 842/80, s. 1 (3).

(6) A request for voluntary cancellation of registration under subsection 7 (7) of the Act shall be in Form 7. O. Reg. 683/75, s. 1 (2), *part*.

(7) When notified by the Registrar, the applicant shall file,

(a) the examination fee prescribed in section 11;

(b) the appropriate fee prescribed in section 11; and

(c) the bond required by section 2. O. Reg. 21/71, s. 1 (4); O. Reg. 683/75, s. 1 (2), *part*.

##### BONDS

2.—(1) Every applicant for registration as a collection agency shall be bonded.

(2) On an initial application, where the applicant has not acquired an operating collection agency, the amount of the bond shall be \$5,000.

(3) On subsequent applications for maintenance of registration or where the applicant has acquired an operating collection agency, the amount of the bond shall be based upon the amount of money collected by the collection agency in the calendar year immediately preceding the date of the application for registration. O. Reg. 21/71, s. 2 (1-3).

(4) Where the amount collected was,

(a) less than \$50,000, the amount of the bond shall be \$5,000;

(b) \$50,000 or more but less than \$100,000, the amount of the bond shall be \$10,000;

(c) \$100,000 or more but less than \$150,000, the amount of the bond shall be \$15,000;

(d) \$150,000 or more but less than \$250,000, the amount of the bond shall be \$20,000; or

(e) \$250,000 or more, the amount of the bond shall be \$25,000,

provided, however, that where the collection agency is involved in a prepaid collection service the Registrar may require any of the aforementioned amounts to be increased by an additional amount of up to \$20,000. O. Reg. 938/78, s. 1.

(5) The bond shall be,

(a) the bond of a guarantee company approved under the *Guarantee Companies Securities Act*;

(b) a personal bond accompanied by collateral security; or

(c) the bond of a guarantor, other than a guarantee company, accompanied by collateral security.

(6) The classes of negotiable security that may be accepted as collateral security for a bond are,

(a) bonds issued or guaranteed by Canada; or

(b) bonds issued or guaranteed by any province of Canada.

(7) The collateral security referred to in subsection (5) shall be deposited with the Treasurer of Ontario and maintained at a market value of not less than the face value of the bond. O. Reg. 21/71, s. 2 (5-7).

(8) The bond referred to in subsection (2) shall be in Form 8, Form 9 or Form 10, as the case may be. O. Reg. 683/75, s. 2.

3. A bond may be cancelled by any person bound thereunder by giving to the Registrar and the collection agency named in the bond at least two months notice in writing of intention to cancel and,

subject to section 4, the bond shall be deemed to be cancelled on the date stated in the notice, which date shall be not less than two months after the receipt of the notice by the Registrar. O. Reg. 21/71, s. 3.

4. For the purpose of every act or omission occurring,

- (a) during the period of registration; or
- (b) during the period prior to cancellation of the bond under section 3, where there has been no termination of registration,

every bond shall continue in force and the collateral security, if any, shall remain on deposit for a period of two years following the termination of the registration or the cancellation of the bond, as the case may be. O. Reg. 21/71, s. 4.

5. Where a bond has been cancelled or the registration has been terminated, and the bond has not been forfeited, the Treasurer of Ontario may, two years following termination of the registration to which the bond relates or two years after the cancellation of the bond, deliver the collateral security to the person who deposited such security. O. Reg. 21/71, s. 5.

6. The Registrar may declare any bond mentioned in section 2 forfeited,

- (a) where a collection agency, in respect of whose conduct the bond has been conditioned or any collector or official of the collection agency has been convicted of,
  - (i) an offence under the Act, or
  - (ii) an offence involving fraud or theft or conspiracy to commit an offence involving fraud or theft under the *Criminal Code* (Canada),

and the conviction has become final;

- (b) where proceedings by or in respect of a collection agency, including any member of a partnership, in respect of whose conduct the bond has been conditioned, have been taken under the *Bankruptcy Act* (Canada) or by way of winding-up and a receiving order under the *Bankruptcy Act* (Canada) or a winding-up order has been made, and the order has become final;
- (c) where a judgment based on a finding of fraud has been given against a collection agency, including any member of a partnership, in respect of whose conduct the bond has been conditioned, or against a collector or other official for money collected for any other person and the judgment has become final; or

- (d) where judgment has been given against a collection agency, including any member of a partnership, in respect of whose conduct the bond has been conditioned or a collector or other official of the collection agency on any claim involving a collection matter, and the judgment has remained unsatisfied for a period of ninety days,

and thereupon the amount thereof becomes due and owing by the person bound thereby as a debt due the Crown in right of Ontario. O. Reg. 21/71, s. 6.

7. Where a bond secured by the deposit of collateral security is forfeited under section 6, the Treasurer of Ontario may sell the collateral security at the current market price. O. Reg. 21/71, s. 7.

8. Where the Crown in right of Ontario becomes a creditor of a person in respect of a debt to the Crown arising from the provisions of section 6, the Registrar may take such proceedings as he sees fit under the *Bankruptcy Act* (Canada), the *Judicature Act*, the *Corporations Act* or the *Winding-up Act* (Canada) for the appointment of an interim receiver, custodian, trustee, receiver or liquidator, as the case may be. O. Reg. 21/71, s. 8.

9.—(1) The Treasurer of Ontario may in his discretion,

- (a) assign any bond forfeited under section 6 and transfer the collateral security, if any;
- (b) pay over any money recovered under the bond; or
- (c) pay over any money realized from the sale of the collateral security under section 7,

to any person who,

- (d) is a judgment creditor of any collection agency, including any member of a partnership, in respect of whose conduct the bond has been conditioned, or a collector or other official of the collection agency, where the judgment was based on a claim arising out of a transaction involving a collection matter;
- (e) in respect of a claim for less than \$100 against any collection agency, including any member of a partnership, in respect of whose conduct the bond has been conditioned, or a collector or other official of the collection agency, arising out of a transaction involving a collection matter, satisfies the Registrar as to the validity of such claim; or
- (f) has proven a claim in bankruptcy against any collection agency, including any member of a partnership, in respect of whose

conduct the bond has been conditioned, in respect of any claim arising out of a transaction involving a collection matter,

provided that the claim or transaction occurred during the period referred to in clause 4 (a) or (b).

(2) The Treasurer of Ontario may, where he considers it advisable, without any order, pay the whole or any part of the proceeds referred to in clause (1) (b) or (c) to the accountant of the Supreme Court in trust for such persons as are or may become entitled to share in the proceeds of the bond under the provisions of subsection (1). O. Reg. 21/71, s. 9.

10. Where a bond has been forfeited and the Treasurer of Ontario has not received notice in writing of any claim against the proceeds of the bond or such part as remains in his hands within two years of the forfeiture, the Treasurer of Ontario may pay the proceeds of the bond or the collateral security, or any part remaining, to any person who made a payment under the bond or who deposited the collateral security, after first deducting the amount of any expenses that have been incurred in connection with any investigation or otherwise relating to the collection agency in respect of whose conduct the bond was conditioned. O. Reg. 21/71, s. 10

#### FEES

#### 11. Fees payable to the Registrar are as follows:

1. Upon application for registration as a collection agency or renewal thereof .....\$80
2. For each branch office ..... 80
3. Upon application for registration as a collector or for renewal thereof ..... 40
4. For written examination of an applicant for registration as a collection agency ... 10

O. Reg. 842/80, s. 2.

12. No person shall be registered as a collection agency or as a collector unless he,

- (a) is a resident;
- (b) has had, where he is an applicant for registration as a collection agency, at least two years of actual experience in all phases of the collection agency business, or has related experience that, in the opinion of the Registrar, is equivalent thereto; and
- (c) is eighteen years of age or over. O. Reg. 21/71, s. 12; O. Reg. 496/74, s. 1.

#### TERMS AND CONDITIONS OF REGISTRATION

13.—(1) Every registration expires on the date shown on the certificate of registration unless the pre-

scribed application for renewal of registration, together with the prescribed fee, is filed with the Registrar prior to the date of expiry. O. Reg. 842/80, s. 3 (1).

(2) Every applicant for registration shall state in the application an address for service in Ontario.

(3) A collection agency shall not operate any branch office unless such branch office is authorized by the registration.

(4) Every applicant for registration as a collection agency shall file with the Registrar copies of all forms and form letters that it proposes to use in dealing with debtors, as well as copies of forms of agreement that it proposes to use in its dealings with persons for whom it acts or proposes to act. O. Reg. 21/71, s. 13 (2-4).

(5) Where an applicant for registration is a corporation, a copy of the most recent audited financial statement or where the corporation is recently incorporated, a *pro forma* balance sheet shall be attached to the application referred to in subsection 1 (1) and where the applicant is a sole proprietorship or partnership, a recent statement of personal assets and liabilities shall be attached to the application. O. Reg. 683/75, s. 3 (2), *part*.

(6) Where the registrant is a corporation, a copy of the most recent audited financial statement and where the registrant is a sole proprietorship or partnership, a recent statement of the personal assets and liabilities shall be filed with the Registrar on or before the 31st day of March in each year. O. Reg. 842/80, s. 3 (2).

(7) A registration of a collection agency is not transferable. O. Reg. 683/75, s. 3 (1).

(8) A collector shall be registered only where he is to be employed by a registered collection agency. O. Reg. 683/75, s. 3 (2), *part*.

(9) Where a collector has not applied for transfer of registration within sixty days after termination of employment and where he intends to continue to act as a collector, he shall apply for registration by filing an application in Form 2. O. Reg. 842/80, s. 3 (3).

(10) Every person registered as a collection agency shall operate from a permanent place of business that is not a dwelling and that shall be open to the public during normal business hours. O. Reg. 21/71, s. 13 (6); O. Reg. 496/74, s. 2 (1).

(11) The Registrar may require further information or material to be submitted by any applicant or any registered person within a specified time limit and may require verification by affidavit or otherwise of any information or material then or previously submitted.

(12) Every collection agency or branch thereof shall keep on its premises proper records and books of accounts showing money received and money paid

out and such books shall include a receipts journal, disbursements journal, general journal, clients' ledger, general ledger and such additional records as the Registrar considers necessary in accordance with accepted principles of double entry book-keeping and shall have its books of accounts and financial transactions audited annually by a person licensed under the *Public Accountancy Act*. O. Reg. 21/71, s. 13 (7, 8).

(13) Every person registered as a collection agency who collects debts for a single creditor who exercises control directly or indirectly over the agency shall not carry on business except on behalf of that creditor and shall disclose the full name of that creditor on all correspondence and communications.

(14) No person who is registered as a collector or as a collection agency shall engage directly or indirectly in the business of lending money whether as principal or as agent. O. Reg. 496/74, s. 2 (2).

(15) Where a notice of intention to cancel a bond has been served on the Registrar under section 3 and the bond has been cancelled on the date stated in the notice, the registration of the collection agency shall no longer be valid unless prior to that date a replacement bond has been received by the Registrar. O. Reg. 683/75, s. 3 (2), *part*.

14.—(1) Every individual applicant and every active officer or director of a corporate applicant or registrant who has not been previously registered shall pass a written examination based on the Act and such further subject matters as the Registrar prescribes.

(2) Every collection agency that is not a corporation and every officer or director of a corporate collection agency, who has been previously registered but has not been registered under this Act for a period of one year or more preceding an application for registration, shall write and pass the examination referred to in subsection (1).

(3) No corporation shall be registered or shall maintain its registration as a collection agency unless all of its officers and directors who are actively engaged in the business of the agency have met the examination requirements.

(4) The examination shall be conducted in the presence of a presiding officer appointed by the Registrar or his nominee.

(5) The examination papers shall be marked by the Registrar or his nominee.

(6) Not less than 75 per cent shall be considered a pass mark for the examination.

(7) The Registrar or his nominee may review, and, where so requested in writing by an applicant

who fails to obtain the pass mark prescribed in subsection (6), shall review the examination paper and make such changes in the marks obtained as he considers proper.

(8) Upon written application to the Registrar, an applicant who fails to obtain the pass mark prescribed in subsection (6) may take a further examination at any time, but where he fails the second examination, he shall not take any subsequent examination until after the expiration of four months from the date of his latest examination. O. Reg. 496/74, s. 3.

15. Where a collection agency is a corporation it shall, within five days after the event, notify the Registrar in Form 4 and Form 5 where there is a change in a director of the corporation or in Form 4 where there is a change in its controlling interest. O. Reg. 842/80, s. 4.

#### TRUST FUNDS

16.—(1) All funds received by a collection agency in the normal course of business from clients or debtors, other than those which clearly represent payment for fees earned, and all advance payments or deposits for services to be rendered or expenses to be incurred at some future date are deemed to be trust funds. O. Reg. 496/74, s. 4, *part*.

(2) Every collection agency or branch thereof shall maintain in respect of all trust funds that come into its hands a separate trust account in any Province of Ontario Savings Office or any Ontario branch of a chartered bank, a corporation registered under the *Loan and Trust Corporations Act* or a credit union as defined in the *Credit Unions and Caisses Populaires Act* authorized by law to accept deposits, and such account shall be designated as the "Collection Agencies Act Trust Account". O. Reg. 842/80, s. 5.

(3) For the purposes of this section, no collection agency or branch thereof shall maintain more than one account designated as a trust account unless he has notified the Registrar and has the Registrar's consent in writing.

(4) All trust funds received by a collection agency or branch thereof whether by cash, cheque, or otherwise, shall be deposited in the collection agency trust account within two banking days of their receipt.

(5) No collection agency shall disburse or withdraw any moneys held in trust, except in accordance with the terms and conditions upon which the moneys were received or as otherwise provided.

(6) Where a collection agency collects debts for other persons in consideration of the payment of a commission or other remuneration, it shall remit all moneys collected to the persons entitled thereto in accordance with subsection 17 (1). O. Reg. 496/74, s. 4, *part*.

(7) Funds paid into the trust account in any particular month, herein called the "deposit month", by a collection agency on account of a prepaid collection service sold by the collection agency, may be fully withdrawn from the trust account after the end of the twelfth month following the end of the deposit month and interim withdrawals may be made on account of such funds prior to the end of the said twelfth month as follows:

1. A sum equal to forty per cent of the funds paid into the trust account in the deposit month on account of a prepaid collection service sold by the collection agency may be withdrawn at the end of the deposit month.
2. The balance of the funds paid into the trust account in the deposit month on account of a prepaid collection service sold by the collection agency, after deducting any withdrawal made under paragraph 1, shall be divided into twelve equal parts and one such part may be withdrawn at the end of each of the twelve months following the deposit month.

(8) For the purposes of subsection (7), a collection agency in the business of selling a prepaid collection service shall maintain an earned income ledger showing,

- (a) the gross sales of the prepaid collection service for each month;
- (b) the amount paid into the trust account in each month on account of the prepaid collection service; and
- (c) the amount withdrawn from the trust account in each calendar month under subsection (7). O. Reg. 938/78, s. 2.

(9) Nothing in this section shall be construed as affecting the right to any remedy available in

law to a collection agency or any other person having a lawful claim to the moneys held in the trust account referred to in subsection (2).

(10) When so requested in writing by the Registrar or a person entitled to an accounting, every collection agency shall account within thirty days for all trust funds received from or on behalf of the person entitled to such accounting. O. Reg. 496/74, s. 4, *part*.

17.—(1) Every collection agency shall without any notice or demand account for all money collected and pay the money less the proper fees of such collection agency, to the person entitled thereto on or before the 20th day of the month following the month in which the money was collected, but when the money collected and due is less than \$15, payment to the person entitled thereto shall be made within ninety days. O. Reg. 21/71, s. 16 (1).

(2) Where for any reason a collection agency is unable to comply with subsection (1) and any money collected by it remains for a period of 6 months unclaimed by, or unpaid to, the person entitled to the money, it shall cause the money to be paid to the Treasurer of Ontario who may pay the money to the person entitled thereto upon satisfactory proof being furnished by the person that he is the person entitled to receive the money. O. Reg. 496/74, s. 5 (1), *part*.

#### EXEMPTIONS

18. The Act does not apply to a telephone system or telephone company that is,

- (a) engaged in the business of a collection agency on behalf of Tele-Direct Limited; or
- (b) collecting accounts through its normal procedures on behalf of other parties where use of a telecommunications system is an integral part of the service provided by such a party to its customers. O. Reg. 777/79, s. 1.

## Form 1

## Collection Agencies Act

APPLICATION FOR BUSINESS REGISTRATION OR  
RENEWAL

THE UNDERSIGNED APPLIES TO THE REGISTRAR FOR REGISTRATION AS A

COLLECTION AGENCY UNDER THE COLLECTION AGENCIES ACT

New Registration	<input checked="" type="checkbox"/> Check One A <input type="checkbox"/>
Renewal of Registration	<input type="checkbox"/> R
Sole Proprietor	<input checked="" type="checkbox"/> 4 <input type="checkbox"/>
Partnership	5 <input type="checkbox"/>
Corporation	6 <input type="checkbox"/>
Date of Application Yr Mo Dy	

AND FOR THE PURPOSE OF OBTAINING REGISTRATION GIVES THE FOLLOWING INFORMATION:

Application on behalf of		
Name under which Business will be operated (if different from above)		
Business Address - Street	Apartment/Suite	
City	Province	Postal Code
Mailing Address (if different from above) - Street		
Apartment/Suite		
City	Province	Postal Code

[illegible]

- | Name | Address | Full Particulars |
|------|---------|------------------|
|      |         |                  |
|      |         |                  |
|      |         |                  |
|      |         |                  |
|      |         |                  |



Provide the name and address of the financial institution where you will maintain a trust account and in which you will deposit all monies received by you in trust for others, in connection with your business:

Name of Financial Institution

Branch Address

## TRUST MONIES

- |   |          |  |
|---|----------|--|
| 1. Cash in bank .....   | \$       |  |
| 2. Add outstanding deposits .....   | \$       |  |
| 3. ....   | Total \$ |  |
| 4. Deduct outstanding cheques .....   | \$       |  |
| 5. Total trust monies on hand .....   | \$       |  |
| 6. Total trust monies owing to clients (do not<br>reduce by debit balances) ..... | \$       |  |
| 7. Total monies collected by agency in 19<br>(Exclude direct payments) .....      | \$       |  |
| 8. Monies collected by clients direct .....                                       | \$       |  |
| 9. Total commissions in year .....  | \$       |  |

CERTIFIED CORRECT BY

Licensed Public Accountant

DATE

Amount  
of Bond  
Required

Total amount of collections reported in question 7 above determines the amount of bond that is required. Where the amount collected was, (a) less than \$50,000, the amount of bond shall be \$5,000. (b) \$50,000, or more, but less than \$100,000, the amount of the bond shall be \$10,000. (c) \$100,000, or more but less than \$150,000, the amount of the bond shall be \$15,000. (d) \$150,000, or more but less than \$250,000, the bond shall be \$20,000. (e) \$250,000, or more the amount of the bond shall be \$25,000, provided however that where the collection agency is involved in a prepaid collection service, the registrar may require any of the aforementioned amounts to be increased by an additional amount of up to \$20,000.

Amount of bond at present deposited with department.

(Forward any additional bond with this statement.)

## Ontario Branch Offices

Head Office Registration No.

Effective Date YR MO DY	New (✓) <input type="checkbox"/> Change <input type="checkbox"/> Closing <input type="checkbox"/>	Br. Registration No.	Branch Name	Manager/Supervisor (Surname first)
		Street	Apartment/Suite	City Postal code

## Officers/Partners/Directors/Sole Proprietor

Effective Date YR MO DY	New (✓) <input type="checkbox"/> Termination <input type="checkbox"/>	Registration No.	Surname	First Name	Initials	Status Active <input type="checkbox"/> Non-Active <input type="checkbox"/>
		Birthdate Yr Mo Dy	Sex M <input type="checkbox"/> F <input type="checkbox"/>	Position held in company		Position Code
Residence Address - Street			City	Province	Postal Code	Telephone No.

Signature of Applicant/s

NOTE: For Corporations the application must be signed by an officer and a director, or by two officers.  
For Partnerships the application must be signed by all partners.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

**WARNING.** It is an offence to knowingly provide false information on this application.

## Form 2

*Collection Agencies Act***APPLICATION FOR EMPLOYEE REGISTRATION****THE UNDERSIGNED APPLIES TO THE REGISTRAR FOR REGISTRATION AS A**

COLLECTOR UNDER THE COLLECTION AGENCIES ACT (INCLUDES TRACERS AND SALESMEN)

Date of Application		
Yr	Mo	Dy

**1. AND FOR THE PURPOSE OF OBTAINING REGISTRATION GIVES THE FOLLOWING INFORMATION:**

Surname		First Name		Initials	
Residence Address - Street			Apartment/Suite		
City	Province	Postal Code	Sex	Birthdate	
		—	M <input type="checkbox"/> F <input type="checkbox"/>	Yr	Mo Dy

**CERTIFICATE OF EMPLOYER**

I,

Registered Name of intended Employer

hereby certify that the information given by the applicant is to the best of my knowledge and belief true, and request that the application be granted. I further certify that I will not employ the applicant as a registrant until I receive his certificate of registration.

Name of Official	Signature	Title	
Business Address - Street		Apartment/Suite	Bus. Registration No.
City	Province	Postal Code	Bus. Telephone No.

PROVIDE PARTICULARS OF OCCUPATION DURING PAST 3 YEARS (including periods of unemployment, illness etc.)

Name and Address of Employer	Nature of Business of Employer	Nature of Employment	Period of Employment (give exact dates) From: _____ To: _____

a) Are you registered, or have you ever been licensed or registered, under any other act? ..... ☐ YES ☐ NO  
If yes, give full particulars. \_\_\_\_\_

b) Have you ever had a licence or registration of any kind refused, suspended, revoked or cancelled? ..... ☐ YES ☐ NO  
If yes, give full particulars. \_\_\_\_\_

Will you be engaged or employed in any other business, occupation or profession? ..... ☐ YES ☐ NO  
If yes, give full particulars \_\_\_\_\_

a) Are you a discharged or undischarged bankrupt, or presently a party to bankruptcy proceedings? ..... ☐ YES ☐ NO

b) Has the applicant ever been (or is he now) an officer, director or majority shareholder of a corporation which has been declared **bankrupt, or which is now a party to bankruptcy proceedings?** ..... ☐ YES ☐ NO

Are there any unpaid judgments outstanding against you? ..... ☐ YES ☐ NO  
If yes, submit a copy of each judgment. \_\_\_\_\_

Have you ever been convicted under any law of any country, or state, or province thereof, of an offence, or are there any proceedings now pending? ..... ☐ YES ☐ NO  
If yes, give full particulars: \_\_\_\_\_

**NOTE:** Where the applicant has been previously registered list only those offences which have occurred since the date of last filing. You are not required to disclose any conviction in respect of which a pardon has been granted.

Signature of Applicant: \_\_\_\_\_

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

**WARNING.** It is an offence to knowingly provide false information on this application.

## Form 3

## Collection Agencies Act

## EMPLOYEE APPLICATION FOR RENEWAL

ALL APPLICATIONS MUST BE ACCOMPANIED BY THE PRESCRIBED FEE  
ANY FALSE STATEMENT MAY RESULT IN REFUSAL OF THIS APPLICATION

THIS APPLICATION MUST BE FULLY COMPLETED

APPLICANT'S SURNAME: \_\_\_\_\_ FIRST CHRISTIAN NAME: \_\_\_\_\_ AND JRL INITIALS: \_\_\_\_\_

1 IS APPLICANT'S FULL ADDRESS (IF R) SHOW LOT & CONC. NO. 40 IS CITY, TOWN OR VILLAGE 57 IS PROV. 76 POSTAL CODE 89 9 11 SOCIAL INSURANCE NO. 23

FOR OFFICE USE ONLY 20 FULL NAME OF EMPLOYER BY WHOM YOU ARE EMPLOYED: \_\_\_\_\_

HAVE YOU BEEN CONVICTED OF ANY CRIMINAL OFFENCE OR HONORABLE OF ANY STATUS? Since last filing..... YES ☐ NO ☐

ARE THERE ANY UNPAID JUDGMENTS RECORDED AGAINST YOU? YES ☐ NO ☐

HAS ANY LICENSE OR REGISTRATION OF ANY KIND INCLUDING DRIVER'S LICENSE BEEN REFUSED OR CANCELLED? Since last filing..... YES ☐ NO ☐

HAVE THERE BEEN ANY PROCEEDINGS IN BANKRUPTCY AFFECTING YOU? Since last filing..... YES ☐ NO ☐

WILL YOU BE ENGAGED OR EMPLOYED IN ANY OTHER BUSINESS, OCCUPATION OR PROFESSION? YES ☐ NO ☐

IF YOU ANSWER YES TO ANY QUESTION YOU MUST ATTACH FULL PARTICULARS

SIGNATURE OF EMPLOYER: \_\_\_\_\_ DATED AT: \_\_\_\_\_ IS: \_\_\_\_\_ DATED AT: \_\_\_\_\_

POSITION: \_\_\_\_\_

SIGNATURE OF APPLICANT: \_\_\_\_\_

THIS APPLICATION MUST BE SIGNED BY AND FORWARDED TO THE MINISTRY BY YOUR EMPLOYER  
CERTIFIED CHECKS OR MONEY ORDERS MUST BE MADE PAYABLE TO THE TREASURER OF ONTARIO

O. Reg. 842/80, s. 6, part.

## Form 4

## Collection Agencies Act

## NOTICE OF BUSINESS CHANGE

Check one (✓)

Sole Proprietor 4 ☐

Partnership 5 ☐

Corporation 6 ☐

I/We

Registered Business Name: \_\_\_\_\_

Business Address - Street: \_\_\_\_\_ Apartment/Suite: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Registration No: \_\_\_\_\_

Date of Notification: Yr. \_\_\_\_\_ Mo. \_\_\_\_\_ Dy. \_\_\_\_\_

hereby notify the Registrar of the following changes:

NAME AND ADDRESS CHANGES

New Name: \_\_\_\_\_

New Trading Name: \_\_\_\_\_

Business Address - Street: \_\_\_\_\_ Apartment/Suite: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Mailing Address (if different from above) - Street: \_\_\_\_\_ Apartment/Suite: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

FOR CORPORATIONS ONLY

Give details of all changes in shareholders together with the number of shares held by each as of the date of change. Where shareholders are nominees or hold shares in trust, give the name of the beneficial owner of such shares. Include both the additions to and deletions from the record of shareholders.

DELETIONS

Name of Shareholder of Record	Address of Shareholder of Record	Occupation of Shareholder of Record	No. of Shares Held	No. of Equity (Voting) Shares Held

ADDITIONS

Name of Shareholder of Record	Address of Shareholder of Record	Occupation of Shareholder of Record	No. of Shares Held	No. of Equity (Voting) Shares Held
Total number of shares issued to date .....				
Total number of shares issued to date which carry voting rights .....				
Enter Total number of equity (voting) shares beneficially owned directly or indirectly, by non-residents of Canada or over which non-residents of Canada exercise control or direction .....				

Are any of the above shares held for a beneficial shareholder ..... ☐ YES ☐ NO  
If yes, give full particulars below:

Name of Shareholder Of Record	Name of Beneficial Shareholder	Address of Beneficial Shareholder	Occupation of Beneficial Shareholder	No. of Shares Beneficially Held	No. of Equity (Voting) Shares Benefic Held

Is there any person or corporation whose name is not disclosed above who has any financial interest in the applicant beneficially, or who otherwise exercises control or direction over the applicant? ..... ☐ YES ☐ NO  
If yes, give full particulars below:

Name	Address	Full Particulars

Is there any change in the location (address) of your trust account? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>	
If yes, give full particulars below:	
Financial Institution	Branch Address

### Ontario Branch Offices

Head Office Registration No. \_\_\_\_\_

Effective Date YR MO DY	New <input checked="" type="checkbox"/> Change <input type="checkbox"/> Closing <input type="checkbox"/>	Br. Registration No.	Branch Name (if different from Head Office)			
		Street	City	Postal Code	Manager/Supervisor (Surname first)	

Effective Date YR MO DY	New <input checked="" type="checkbox"/> Change <input type="checkbox"/> Closing <input type="checkbox"/>	Br. Registration No.	Branch Name (if different from Head Office)			
		Street	City	Postal Code	Manager/Supervisor (Surname first)	

### Officers/Partners/Directors/Sole Proprietor

Check one (✓) for each person.

Effective Date YR MO DY	New <input checked="" type="checkbox"/> Termination <input type="checkbox"/>	Registration No.	Surname	First Name	Initials	Status Active <input type="checkbox"/> Non-Active <input type="checkbox"/>
		Birthdate Yr Mo Dy	Sex M <input type="checkbox"/> F <input type="checkbox"/>	Position held in company		
Residence Address - Street			City	Province	Postal Code	Telephone No.

Effective Date YR MO DY	New <input checked="" type="checkbox"/> Termination <input type="checkbox"/>	Registration No.	Surname	First Name	Initials	Status Active <input type="checkbox"/> Non-Active <input type="checkbox"/>
		Birthdate Yr Mo Dy	Sex M <input type="checkbox"/> F <input type="checkbox"/>	Position held in company		
Residence Address - Street			City	Province	Postal Code	Telephone No.

Signature of Applicant(s)

NOTE For Corporations the application must be signed by an officer and a director, or by two officers  
For Partnerships the application must be signed by all partners

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

**WARNING** It is an offence to knowingly provide false information on this application.

O. Reg. 842/80, s. 6, part.

## NOTICE OF NEW OFFICER OR DIRECTOR

[illegible]

- a) Is the applicant registered, or has the applicant ever been licenced or registered, under any other act? ..... ☐ YES ☐ NO  
If yes, give full particulars: .....
- b) Has the applicant ever had a licence or registration of any kind refused, suspended, revoked or cancelled? ..... ☐ YES ☐ NO  
If yes, give full particulars: .....

Have you any business association with any individual, firm, partnership, or corporation currently holding registration under any provincial statute? ☐ yes ☐ no

If yes, give full particulars: .....

Will you be engaged, occupied or employed in any other business, occupation or profession? ..... ☐ yes ☐ no

If yes, give full particulars: .....

- a) Is the applicant a discharged or undischarged bankrupt, or presently a party to bankruptcy proceedings? ..... ☐ YES ☐ NO
- b) Has the applicant ever been (or is he now) an officer, director, or majority shareholder of a corporation which has been declared bankrupt, or which is now a party to bankruptcy proceedings? ..... ☐ YES ☐ NO

Are there any unpaid judgments outstanding against you? ..... ☐ yes, ☐ no

If yes, submit a copy of each judgment.

Have you ever been convicted under any law of any country, or state, or province thereof, of an offence, or are there any proceedings now pending? ..... ☐ yes ☐ no

If yes, give full particulars: .....

Signature of new Officer/DA DIRECTOR

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

**WARNING:** It is an offence to knowingly provide false information on this application.

## Form 6

## Collection Agencies Act

## NOTICE OF EMPLOYEE CHANGE

COLLECTOR UNDER THE COLLECTION AGENCIES ACT (INCLUDES TRACERS AND SALESMEN)

Employee Registration No.

Date of Notification  
Yr Mo Dy

## EMPLOYEE NAME

Surname		First Name			Residence Tele. No.
Residence Address - Street Name, Number,	Apartment/Suite	City	Province	Postal Code	Business Tele. No.

COMPLETE APPLICABLE SECTION BELOW:  
TRANSFER OF EMPLOYEE

Business Name of Last Employment				Bus. Registration No.	Date of Termination Yr Mo Dy	
Was employee a Partner, Officer, Director or Shareholder of the Business? <input type="checkbox"/> YES <input type="checkbox"/> NO						
<b>New Employer Information</b>						
Business Name				Bus. Registration No.	Starting Date Yr Mo Dy	
Address - Street Name, Number,	Apartment/Suite	City	Province	Postal Code	Telephone No.	
Employee's Signature		Employer's Signature			Title	

## CHANGE OF RESIDENCE ADDRESS

<b>OLD</b>	Street Name, Number, Apartment/Suite	Apartment/Suite	City	Province	Postal Code
<b>NEW</b>	Street Name, Number, Apartment/Suite	Apartment/Suite	City	Province	Postal Code

## TERMINATION OF EMPLOYEE

Business Name				Bus. Registration No.	Date of Termination Yr Mo Dy	
Manager/Supervisor (Please Print)			Signature	Title		
Was <b>Employee</b> a Partner, Director or Shareholder of the Business? <input type="checkbox"/> YES <input type="checkbox"/> NO						
<b>NOTE:</b> A report on the conduct of the above named employee while in your employ must be filed either on the reverse side of this form, or by attaching a separate letter to this form.						



## Form 7

*Collection Agencies Act*

## REQUEST FOR VOLUNTARY CANCELLATION OF REGISTRATION

To the Registrar of Collection Agencies:

I, .....

hereby request that my registration as a

☐ Collection Agency☐ Collector

be cancelled, and I hereby surrender my registration.

.....  
(witness) (signature of registrant)

Dated at ..... this ..... day of ..... 19....

O. Reg. 683/75, s. 5, *part.*

## Form 8

*Collection Agencies Act*

## BOND OF A GUARANTEE COMPANY

APPROVED UNDER  
THE *GUARANTEE COMPANIES SECURITIES ACT*

Bond No. .... Amount \$.....

KNOW ALL MEN BY THESE PRESENTS, that we.....

.....(hereinafter called the Principal) as Principal and

.....(hereinafter called the Surety) as Surety are held

and firmly bound unto Her Majesty in right of Ontario (hereinafter called the Obligee) in the sum of

..... Dollars (\$.....) of lawful money of

Canada, to be paid unto the Obligee, her successors and assigns, for which payment well and truly to be

made, I, ..... bind myself, my heirs,

(Name of Principal)

executors, administrators and assigns, and we,.....bind

(Name of Surety)

ourselves, our successors and assigns jointly and firmly by these presents.

The total liability imposed upon the Principal or Surety by this Bond and any and all renewals thereof shall be concurrent and not cumulative and shall in no event exceed the penal sum written above or the amount substituted for such penal sum by any subsequent endorsement or renewal certificate.

SEALED with our Seals and dated this.....day of

....., 19....

THE CONDITION of the above obligation is such that if the said obligation does not by reason of any act, matter or thing at any time hereafter become or be forfeit under the *Collection Agencies Act*, then the obligation shall be void but otherwise shall be and remain in full force and effect and shall be subject to forfeiture as provided by the Act.

SIGNED, SEALED AND DELIVERED, in the presence of

Witness..... (As to Signature of Principal)	Principal..... (Signature of Principal)
.....	.....
	Surety:.....

O. Reg. 683/75, s. 5, *part*.

Form 9

*Collection Agencies Act*

BOND OF GUARANTOR OTHER THAN GUARANTEE COMPANY

Bond No..... Amount \$.....

KNOW ALL MEN BY THESE PRESENTS, that we.....  
(hereinafter called the Principal) as Principal and.....  
of lawful money of Canada, to be paid unto the Obligee, her successors and assigns, for which payment well and truly to be made I, ....., bind myself, my heirs, executors,  
(name of Principal)  
administrators and assigns and I, the said ..... guarantee the  
(name of Guarantor)  
payment of the sum of ..... Dollars (\$.....) to the Obligee and I, the said  
..... bind myself, my heirs, executors, administrators and assigns,  
(name of Guarantor)  
jointly and firmly by these presents and by depositing with the Obligee.....  
as collateral security to this Bond.

The total liability imposed upon the Principal or Guarantor by this Bond and any and all renewals thereof shall be concurrent and not cumulative and shall in no event exceed the penal sum written above or the amount substituted for such penal sum by any subsequent endorsement or renewal certificate.

SEALED with our seals and dated this.....day of....., 19....

THE CONDITION of the above obligation is such that if the said obligation does not by reason of any act, matter or thing at any time hereafter become or be forfeit under the *Collection Agencies Act*, then the said obligation shall be void but otherwise shall be and remain in full force and effect and shall be subject to forfeiture as provided by the Act.

SIGNED, SEALED AND DELIVERED

in the presence of	Principal.....
.....	Guarantor.....
.....	

Form 10

Collection Agencies Act

PERSONAL BOND

Bond No. .... Amount \$.....

KNOW ALL MEN BY THESE PRESENTS, that I, .....  
(hereinafter called the Obligor) am held and firmly bound under Her Majesty in right of Ontario (hereinafter  
called the Obligee) in the sum of .....Dollars (\$.....) of lawful money of Canada,  
to be paid unto the Obligee, her successors and assigns, for which payment well and truly to be made,  
I, .....bind myself, my heirs, executors, administrators and  
(name of Obligor)  
assigns, and I, ..... deposit with the Obligee.....  
(name of Obligor)  
as collateral security to this Bond.

SEALED with my seal and dated this.....day of....., 19....

THE CONDITION of the above obligation is such that if the said obligation does not by reason of any act,  
matter or thing at any time hereafter become or be forfeit under the *Collection Agencies Act*, then the said  
obligation shall be void but otherwise shall be and remain in full force and effect and shall be subject to forfeiture  
as provided by the Act.

SIGNED, SEALED AND DELIVERED

in the presence of	Obligor.....
.....	.....
.....	



## REGULATION 104

### under the Commissioners for Taking Affidavits Act

#### FEES

1. The fee payable to the Crown by commissioners under the Act is,

(a) for an appointment, \$50; and

(b) for a renewal of an appointment, \$35.  
O. Reg. 235/80, s. 1.

2. Section 1 does not apply to the appointment or the renewal of an appointment of a commissioner who is an employee of,

(a) the Government of Canada;

(b) the Government of Ontario;

(c) a municipality in Ontario where his appointment or renewal of appointment is made upon the request of the head of the municipality; or

(d) a children's aid society approved under the *Child Welfare Act* or a children's institution approved under the *Children's Institutions Act* where his appointment or renewal of appointment is made upon the request of the Ministry of Community and Social Services.  
O. Reg. 235/80, s. 2.



## REGULATION 105

under the Commodity Boards and Marketing Agencies Act

### LEVIES—CREAM

#### INTERPRETATION

#### 1. In this Regulation,

- (a) "commodity board" means The Ontario Cream Producers' Marketing Board constituted under the *Milk Act*;
- (b) "cream" means cream delivered to a plant in Ontario for manufacture into creamery butter;
- (c) "plant" means a cheese factory, concentrated milk plant, cream receiving station, creamery, dairy or milk receiving station;
- (d) "producer" means a person engaged in the production of cream;
- (e) "quota" means a quota for the marketing of cream fixed and allotted by the commodity board to a producer. O. Reg. 479/78, s. 1.

### LEVIES

2.—(1) Every producer to whom a quota has been fixed and allotted shall pay to the commodity board, in addition to licence fees imposed under the *Milk Act*, levies at the rate of \$2.20 for each kilogram of milk-fat sold or delivered by him to a plant that is in excess of the quota fixed and allotted to him.

(2) Every producer to whom a quota has not been fixed and allotted shall pay to the commodity board, in addition to licence fees imposed under the *Milk Act*, levies at the rate of \$2.20 for each kilogram of milk-fat sold or delivered by him to a plant.

(3) Every producer shall pay to the commodity board at its office, 50 Maitland Street, Toronto, any levies payable by the producer in respect of cream sold and delivered in any month that were not deducted and forwarded to the commodity board by the person who received the cream from the producer, not later than the 15th day of the next following month. O. Reg. 479/78, s. 2.



## REGULATION 106

under the Commodity Boards and Marketing Agencies Act

### LEVIES—MILK

#### INTERPRETATION

#### 1. In this Regulation,

- (a) "commodity board" means The Ontario Milk Marketing Board constituted under the *Milk Act*;
- (b) "milk" means milk produced in Ontario from cows;
- (c) "producer" means a producer of milk in Ontario who sells milk to the commodity board;
- (d) "quota" means a quota fixed and allotted by the commodity board to a producer in relation to the volume of sales by the commodity board of Classes 3, 4, 4a, 4b, 4c, 5, 5a and 6 milk as established by Regulation 622 of Revised Regulations of Ontario, 1980. O. Reg. 478/78, s. 1.

#### LEVIES

2.—(1) Subject to subsection (4), every producer to whom a quota has been fixed and allotted shall pay

to the commodity board, in addition to licence fees imposed under the *Milk Act*,

- (a) levies at the rate of \$2.72 for each hectolitre of milk sold by him to the commodity board that is not in excess of such quota; and
- (b) levies at the rate of \$17.03 for each hectolitre of milk sold by him to the commodity board that is in excess of such quota.

(2) Subject to subsection (4), every producer to whom a quota has not been fixed and allotted shall pay to the commodity board, in addition to the licence fees imposed under the *Milk Act*, levies at the rate of \$17.03 for each hectolitre of milk sold by him to the commodity board.

(3) The commodity board shall deduct from the moneys payable to a producer all levies payable by the producer to the commodity board under subsection (1) or (2).

(4) This section does not apply to that volume of milk sold by a producer to the commodity board for which the producer is paid the price for Class 1 or Class 2 milk plus 5.9 per cent of that volume. O. Reg. 478/78, s. 2.



## REGULATION 107

### under the Commodity Boards and Marketing Agencies Act

#### LEVIES OR CHARGES—CHICKEN

1. In this Regulation,

- (a) "chicken" means chicken and parts thereof produced in Ontario;
- (b) "marketing agency" means the Canadian Chicken Marketing Agency constituted under the *Farm Products Marketing Agencies Act* (Canada). O. Reg. 530/79, s. 1.

2.—(1) Subject to subsection (2), the Lieutenant Governor in Council hereby grants to the marketing agency, in relation to the marketing of chicken locally within Ontario authority to fix, impose and collect levies or charges from persons engaged in the production of chicken in Ontario and for such purpose to classify such persons into groups and fix the levies or charges payable by the members of the different groups in different amounts, not exceeding in any case 2 cents for each fifteen kilograms of chicken, live weight, and to use such levies or charges for the purposes of the marketing agency including the creation of reserves, the payment of expenses and losses resulting from the sale or disposal of any chicken and the equalization or adjustment among producers of chicken of moneys

realized from the sale thereof during such period or periods of time as the marketing agency may determine.

(2) The grant of authority under subsection (1) does not include the authority to fix, impose and collect levies or charges granted to The Ontario Chicken Producers' Marketing Board by Regulation 180 of Revised Regulations of Ontario, 1980. O. Reg. 583/80, s. 1.

3. Any person who receives chicken shall deduct from the moneys payable for the chicken any levies or charges payable to the marketing agency by the person from whom he receives the chicken and shall forward such levies or charges to the Canadian Chicken Marketing Agency, or its agent designated for that purpose, not later than ten days from the last day of the week in which he received the chicken. O. Reg. 530/79, s. 3.

4. The marketing agency shall, at any time during normal office hours, make available to such auditor as the Minister of Agriculture and Food may designate, all books of account, records and documents relating to the receipt of funds pursuant to this Regulation and expenditures made by the marketing agency of moneys derived in whole or in part from funds received by the marketing agency under this Regulation. O. Reg. 530/79, s. 4.



## REGULATION 108

under the Commodity Boards and Marketing Agencies Act

### LEVIES OR CHARGES—CHICKEN (OVER QUOTA)

1. In this Regulation,

(a) "chicken" means chicken and parts thereof produced in Ontario;

(b) "commodity board" means The Ontario Chicken Producers' Marketing Board constituted under the *Farm Products Marketing Act*. O. Reg. 582/80, s. 1.

2.—(1) Subject to subsection (2), the Lieutenant Governor in Council hereby grants to the commodity board, in relation to the marketing of chicken locally within Ontario, authority to fix, impose and collect levies or charges from persons engaged in the production of chicken in Ontario and for such purposes to classify such persons into groups and fix the levies or charges payable by the members of the different groups in different amounts and to use such levies or charges for the purposes of the commodity board including the creation

of reserves, the payment of expenses and losses resulting from the sale or disposal of any chicken and the equalization or adjustment among producers of chicken of moneys realized from the sale thereof during such period or periods of time as the commodity board may determine.

(2) The commodity board shall fix, impose and collect levies under subsection (1) only on chicken produced by a producer in excess of the production quota fixed and allotted to him by the commodity board under the *Farm Products Marketing Act*. O. Reg. 582/80, s. 2.

3. Any person who receives chicken shall deduct from the moneys payable for the chicken any levies or charges payable to the marketing agency by the person from whom he receives the chicken and shall forward such levies or charges to The Ontario Chicken Producers' Marketing Board within ten days after written request therefor has been made by The Ontario Chicken Producers' Marketing Board. O. Reg. 582/80, s. 3.



## REGULATION 109

under the Commodity Boards and Marketing Agencies Act

### LEVIES OR CHARGES—CREAM

1. In this Regulation,

(a) "commodity board" means The Ontario Cream Producers' Marketing Board constituted under the *Milk Act*;

(b) "cream" means cream delivered to a plant in Ontario for manufacture into creamery butter. O. Reg. 484/78, s. 1.

2. The Lieutenant Governor in Council hereby grants to the commodity board, in relation to the marketing of cream locally within Ontario, authority to fix, impose and collect levies or charges from persons engaged in the production or marketing of cream and for such purpose to classify such persons into groups and fix the levies or charges payable

by the members of the different groups in different amounts, and to use such levies or charges for the purposes of the commodity board, including the creation of reserves, the payment of expenses and losses resulting from the sale or disposal of any such cream and the equalization or adjustment among producers of cream of moneys realized from the sale thereof during such period or periods of time as the commodity board may determine. O. Reg. 484/78, s. 2.

3. Any person who receives cream shall deduct from the moneys payable for the cream any levies or charges payable to the commodity board by the person from whom he receives the cream and shall forward such levies or charges to the commodity board at its office, 50 Maitland Street, Toronto, Ontario, not later than ten days from the last day of the month in which he received the cream. O. Reg. 484/78, s. 3.



## REGULATION 110

### under the Commodity Boards and Marketing Agencies Act

#### LEVIES OR CHARGES—EGGS

##### 1. In this Regulation,

- (a) "eggs" means eggs of a domestic hen other than hatching eggs;
- (b) "marketing agency" means the Canadian Egg Marketing Agency constituted under the *Farm Products Marketing Agencies Act* (Canada). O. Reg. 531/79, s. 1.

2. The Lieutenant Governor in Council hereby grants to the marketing agency, in relation to the marketing of eggs locally within Ontario, authority to fix, impose and collect levies or charges from persons engaged in the production of eggs in Ontario and for such purpose to classify such persons into groups and fix the levies or charges payable by the members of the different groups in different amounts, not exceeding in any case 5 cents per dozen of eggs, and to use such levies or charges for the purposes of the marketing agency, including the creation of reserves, the payment of expenses and losses resulting from the sale or disposal of any eggs and the equalization or adjustment among producers of eggs of moneys realized from the sale thereof during such period or periods of time as the marketing agency may determine. O. Reg. 531/79, s. 2; O. Reg. 964/80, s. 1.

3. The Lieutenant Governor in Council further hereby grants to the marketing agency, in relation to the marketing of eggs locally within Ontario, authority to fix, impose and collect a charge from The Ontario Egg Producers' Marketing Board in the amount of \$3,791,899 and to use such charge for the purposes of the marketing agency, including the creation of reserves, the payment of expenses and losses resulting from the sale or disposal of any eggs and the equalization or adjustment among producers of eggs of moneys

realized from the sale thereof during such period or periods of time as the marketing agency may determine. O. Reg. 531/79, s. 3.

4. The Lieutenant Governor in Council further hereby grants to the marketing agency, in relation to the marketing of eggs locally within Ontario, authority to fix, impose and collect a charge from The Ontario Egg Producers' Marketing Board in the amount of \$1,181,067.53 plus an amount equal to such interest as may have accrued thereon during the period from the 15th day of December, 1979 to the date the charge is collected, and to use such charge for the purposes of the marketing agency, including the creation of reserves, the payment of expenses and losses resulting from the sale or disposal of any eggs and the equalization or adjustment among producers of eggs of moneys realized from the sale thereof during such period or periods of time as the marketing agency may determine. O. Reg. 26/80, s. 1.

5. Any person who receives eggs shall deduct from the moneys payable for the eggs any levies or charges payable to the marketing agency by the person from whom he receives the eggs and shall forward such levies or charges to the Canadian Egg Marketing Agency, or its agent designated for that purpose, not later than ten days from the last day of the week in which he received the eggs. O. Reg. 531/79, s. 4.

6. The marketing agency shall, at any time, during normal office hours, make available to such auditor as the Minister of Agriculture and Food may designate, all books of account, records and documents relating to the receipt of funds pursuant to this Regulation and expenditures made by the marketing agency of moneys derived in whole or in part from funds received by the marketing agency pursuant to this Regulation. O. Reg. 531/79, s. 5.



## REGULATION 111

under the Commodity Boards and Marketing Agencies Act

### LEVIES OR CHARGES—FOWL

**1.** In this Regulation,

(a) "commodity board" means The Ontario Egg Producers' Marketing Board constituted under the *Farm Products Marketing Act*;

(b) "fowl" means a domestic hen more than twenty weeks of age. O. Reg. 481/78, s. 1.

**2.** The Lieutenant Governor in Council hereby grants to the commodity board, in relation to the

marketing of fowl locally within Ontario, authority to fix, impose and collect levies or charges from persons engaged in the production or marketing of fowl and for such purpose to classify such persons into groups and fix the levies or charges payable by the members of the different groups in different amounts, and to use such levies or charges for the purposes of the commodity board, including the creation of reserves, the payment of expenses and losses resulting from the sale or disposal of any such fowl and the equalization or adjustment among producers of fowl of moneys realized from the sale thereof during such period or periods of time as the commodity board may determine. O. Reg. 481/78, s. 2.



## REGULATION 112

### under the Commodity Boards and Marketing Agencies Act

#### LEVIES OR CHARGES—MILK

##### 1. In this Regulation,

- (a) "marketing agency" means the Canadian Dairy Commission constituted by the *Canadian Dairy Commission Act*;
- (b) "milk" means milk bought by The Ontario Milk Marketing Board from producers and sold by The Ontario Milk Marketing Board to processors as Classes 3, 4, 4a, 4b, 4c, 5, 5a and 6 milk in accordance with section 13 of Regulation 623 of Revised Regulations of Ontario, 1980. O. Reg. 614/79, s. 1.

2.—(1) Subject to subsection (2), the Lieutenant Governor in Council hereby grants to the marketing agency, in relation to the marketing of milk locally within Ontario, authority to fix, impose and collect levies or charges from persons engaged in the production of milk in Ontario and for such purpose to classify such persons into groups and fix the levies or charges payable by the members of the different groups in different amounts, not exceeding in any case \$3.30 per hectolitre of milk, and to use such levies or charges for the purposes of the marketing agency, including the creation of reserves, the payment of expenses and losses resulting from the sale or disposal of evaporated milk, evaporated partly-skimmed milk, evaporated skim-milk, milk powder, skim milk powder and butter and the equalization or adjustment among producers of milk of moneys realized from the sale thereof during such period or periods of time as the marketing agency may determine.

(2) The Lieutenant Governor in Council hereby grants to the marketing agency, in relation to the marketing of milk locally within Ontario, authority to fix, impose and collect levies or charges from persons engaged in the production of milk in Ontario and for such purpose to classify such persons into groups and fix the levies or charges payable by the members of the different groups in different amounts, not exceeding in any case \$19.80 per hectolitre of milk,

- (a) where the milk was produced and sold by a person to whom a quota has been fixed and allotted by The Ontario Milk Marketing Board and such milk sold was in excess of such quota; or
- (b) where the milk was produced and sold by a person to whom no quota has been fixed and allotted by The Ontario Milk Marketing Board,

and to use such levies or charges for the purposes of the marketing agency, including the creation of reserves, the payment of expenses and losses resulting from the

sale or disposal of evaporated milk, evaporated partly-skimmed milk, evaporated skim-milk, milk powder, skim-milk powder and butter and the equalization or adjustment among producers of milk of moneys realized from the sale thereof during such period or periods of time as the marketing agency may determine. O. Reg. 614/79, s. 2.

3. The Lieutenant Governor in Council hereby grants to the marketing agency, in relation to the marketing of milk locally within Ontario, authority to fix, impose and collect a charge from The Ontario Milk Marketing Board in the amount of \$35,782,343.10 and to use such charge for the purposes of the marketing agency, including the creation of reserves, the payment of expenses and losses resulting from the sale of evaporated milk, evaporated partly-skimmed milk, evaporated skim-milk, milk powder, skim-milk powder and butter and the equalization or adjustment among producers of milk of moneys realized from the sale thereof during such period or periods of time as the marketing agency may determine. O. Reg. 614/79, s. 3.

4. The Lieutenant Governor in Council hereby grants to the marketing agency, in relation to the marketing of milk locally within Ontario, authority to fix, impose and collect a charge from The Ontario Milk Marketing Board in the amount of \$10,926,164.15, plus an amount equal to such interest as may have accrued thereon during the period from the 17th day of November, 1979 to the date the charge is collected, and to use such charge for the purposes of the marketing agency, including the creation of reserves, the payment of expenses and losses resulting from the sale of evaporated milk, evaporated partly-skimmed milk, evaporated skim-milk, milk powder, skim-milk powder and butter and the equalization or adjustment among producers of milk of moneys realized from the sale thereof during such period or periods of time as the marketing agency may determine. O. Reg. 866/79, s. 1.

5. Any person who receives milk shall deduct from the moneys payable for the milk any levies or charges payable to the marketing agency by the person from whom he receives the milk and shall forward such levies or charges to the marketing agency or its agent designated for that purpose, not later than ten days from the last day of the month following the month in which he received milk. O. Reg. 614/79, s. 4.

6. The marketing agency shall, at any time during normal office hours, make available to such auditor as the Minister of Agriculture and Food may designate, all books of account, records and documents relating to the receipt of funds under this Regulation and expenditures made by the marketing agency of moneys derived in whole or in part from funds received by the marketing agency pursuant to this Regulation. O. Reg. 614/79, s. 5.



## REGULATION 113

under the Commodity Boards and Marketing Agencies Act

### LEVIES OR CHARGES—TURKEYS

1. In this Regulation,

(a) "commodity board" means The Ontario Turkey Producers' Marketing Board constituted under the *Farm Products Marketing Act*;

(b) "turkeys" means turkeys produced or grown for the purpose of slaughter. O. Reg. 480/78, s. 1.

2. The Lieutenant Governor in Council hereby grants to the commodity board, in relation to the marketing of turkeys locally within Ontario, authority to fix, impose and collect levies or charges from persons engaged in the production or marketing of turkeys and for such purpose to classify such persons into groups and fix the levies or charges

payable by the members of the different groups in different amounts, and to use such levies or charges for the purposes of the commodity board, including the creation of reserves, the payment of expenses and losses resulting from the sale or disposal of any such turkeys and the equalization or adjustment among producers of turkeys of moneys realized from the sale thereof during such period or periods of time as the commodity board may determine. O. Reg. 480/78, s. 2.

3. Any person who receives turkeys shall deduct from the moneys payable for the turkeys any levies or charges payable to the commodity board by the person from whom he receives the turkeys and shall forward such levies or charges to the commodity board at its office, 1400 Bishop Street, Cambridge, Ontario, not later than ten days from the last day of the week in which he received the turkeys. O. Reg. 480/78, s. 3.



## REGULATION 114

### under the Commodity Futures Act

#### GENERAL

##### INTERPRETATION

1.—(1) Subject to subsection (2), the words and terms used herein that are defined in section 1 of the Act are used in this Regulation as therein defined unless otherwise defined in this Regulation or the context otherwise requires.

(2) The words and terms used herein that are defined in any Part of the Act are used as therein defined in the sections of this Regulation that relate to the subject-matter of that Part unless otherwise defined in this Regulation or the context otherwise requires. O. Reg. 430/79, s. 1.

##### DESIGNATION OF COMMODITIES

2. The following are designated as commodities under paragraph 5 of section 65 of the Act:

1. Government National Mortgage Association Certificates guaranteed by the Government National Mortgage Association of the United States of America.
2. Treasury bills, bonds and other evidences of indebtedness of the Government of Canada and of the Government of the United States of America.
3. Commercial paper of companies incorporated in the United States of America rated A-1 by Standard and Poor's Corporation and P-1 by Moody's Investor Service Inc. O. Reg. 430/79, s. 2; O. Reg. 434/80, s. 1.

##### EXECUTION AND CERTIFICATION OF DOCUMENTS

3.—(1) Except where otherwise provided in the Act or this Regulation, every document required or permitted to be filed with the Commission by an individual that is required to be signed or certified shall be manually signed and shall include below the signature the name of the individual in typewritten or printed form.

(2) Subject to subsection (3), every document required or permitted to be filed with the Commission by a person, other than an individual, or company that is required to be signed or certified shall be manually signed by an officer or director of the person or company and shall include below the signature the name of the officer or director in typewritten or printed form.

(3) Where a partner signs or certifies a document required or permitted to be filed with the Commission on behalf of a professional partnership, the partner is not required to sign his name but if an individual other than a partner signs or certifies, the individual shall sign his name manually and the document shall include

below the signature the name of the individual in typewritten or printed form. O. Reg. 430/79, s. 3 (1-3).

(4) Where a document required or permitted to be filed with the Commission by any person or company has been executed by an attorney or agent of the person or company, a duly completed power of attorney or document of authority authorizing the signing of the document shall be filed with the document unless the Director permits the filing of the document without the power of attorney or document of authority. O. Reg. 603/79, s. 1.

##### FEES

4.—(1) Every application for registration or renewal of registration as a dealer shall be accompanied by a fee of \$250.

(2) Every application by an individual for registration or renewal of registration as a salesman or as a partner or an officer of a registered dealer or as a partner or an officer of a registered adviser shall be accompanied by a fee of \$75 but there shall be no fee for any amendment to such registration.

(3) Every application by a person, other than an individual, or company for registration as a partner of a registered dealer or as a partner of a registered adviser shall be accompanied by a fee of \$125.

(4) Every application by an individual for registration or renewal of registration as an adviser shall be accompanied by a fee of \$250.

(5) Every application by a person, other than an individual, or company for registration or renewal of registration as an adviser shall be accompanied by a fee of \$500.

(6) Every application for reinstatement of registration as a salesman of a registered dealer shall be accompanied by a fee of \$25.

(7) Every application by a person or company for registration or renewal of registration as a dealer or adviser shall be accompanied by an additional fee of \$100 for each branch office of the person or company carrying on business in Ontario at the date of the application.

(8) Every application for amendment of registration as a dealer or adviser shall be accompanied by a fee of \$50, except that where the amendment is to record the transfer of securities evidencing beneficial ownership of the applicant to, or the addition as an officer, director or partner of the applicant of, a person or company registered prior to and at the date of the application, no fee is required.

(9) The fees for an examination by a person appointed under section 14 of the Act of the financial affairs of a registrant or a clearing house of a commodity futures exchange in Ontario may be up to \$250 per day per person.

(10) Every notice to the Commission under section 4 of the Act shall be accompanied by a fee of \$10.

(11) Every application to the Commission under section 34 of the Act shall be accompanied by a fee of \$150.

(12) Every application to the Director under section 36 of the Act shall be accompanied by a fee of \$100.

(13) Every application to the Commission under section 38 of the Act shall be accompanied by a fee of \$50.

(14) Every application to the Commission under section 38 of the Act shall be accompanied by a fee of \$25 for each supplementary application it includes.

(15) Every application to the Commission under any section of the Act or this Regulation not otherwise provided for in this section shall be accompanied by a fee of \$100.

(16) Where a statement referred to in section 62 of the Act is certified for a person or company by the Commission or a member of the Commission or the Director, the fee is \$10 plus 50 cents per page photocopied where the statement includes photocopies of documents required to be made available for public inspection in the offices of the Commission.

(17) Where a decision, document, record or thing referred to in section 5 of the Act is certified for a person or company the fee is \$10 plus 50 cents per page photocopies for the purpose of the certificate.

(18) The fee for examining material required to be made available for public inspection in the offices of the Commission is \$2 per search.

(19) The fee for photocopying is 50¢ per page photocopied where the Commission makes the photocopy on behalf of a person or company and is 25¢ per page where the person or company makes the photocopy.

(20) Every document filed under the Act or this Regulation, other than a document referred to in this section or section 20, 35 or 47 of the Act shall be accompanied by a fee of \$10. O. Reg. 430/79, s. 4.

## PART I

### INVESTIGATIONS

5. The following practices and procedures apply to investigations conducted under the Act:

1. Every summons issued by a person under subsection 7 (4) or section 9 of the Act shall be served personally on the individual summoned who shall be paid the like fees and allowances for his attendance before the person as are paid for the attendance of a witness summoned to attend before the Supreme Court.

2. Every summons to a witness to appear before a person appointed to make an investigation under section 7 or 9 of the Act shall be in Form 1.

3. The service of a summons on a witness, the payment or tender of fees and allowances to the witness and the service of a notice on a witness may be proved by an affidavit in Form 2. O. Reg. 430/79, s. 5.

## PART II

### CONDITIONS OF RECOGNITION OF SELF REGULATORY BODIES

6. No association or organization shall be eligible for recognition as a self regulatory body under section 15 of the Act unless it has passed by-laws or regulations that impose requirements and conditions, applicable to its members who are dealers or advisers, that are deemed by the Commission to be substantially equivalent to the applicable requirements and conditions of registration set out in Part III. O. Reg. 430/79, s. 6.

## PART III

### REGISTRATION

#### INTERPRETATION

7.—(1) In this Part,

- (a) "active assets" means money and the market value of assets readily convertible into money;
- (b) "adjusted liabilities" means total liabilities minus, without duplication, the sum of,
  - (i) cash,
  - (ii) debit balances with deposit institutions,
  - (iii) the cash surrender value of life insurance where the registrant is the beneficiary,
  - (iv) the market value of securities that the registrant owns and that have a margin rate of 5 per cent or less,
  - (v) interest accrued to the registrant with respect to the securities referred to in subclause iv, and
  - (vi) the market value of securities that have a margin rate of 5 per cent or less,
    - (A) included in non-segregated accounts of customers, partners, shareholders or dealers, or
    - (B) held as collateral for secured loans receivable,
 not exceeding the debit balance of the account or the secured loan receivable;
- (c) "anniversary date" means the day and month on which the current registration or renewal of registration was granted, but where any doubt exists, such date shall be determined by the Director;

- (d) "associate", where used to indicate a relationship with any person or company means,
- (i) any company of which such person or company beneficially owns, directly or indirectly, voting securities carrying more than 10 per cent of the voting rights attached to all voting securities of the company for the time being outstanding,
  - (ii) any partner of that person or company,
  - (iii) any trust or estate in which such person or company has a substantial beneficial interest or as to which such person or company serves as trustee or in a similar capacity, and
  - (iv) any relative of such person, including his spouse, or of his spouse, who has the same home as such person;
- (e) "Canadian Commodity Futures Examination" means an examination relating to the Canadian Commodity futures industry that has been prepared and is administered by the Canadian Securities Institute and is so designated by that Institute;
- (f) "Commodity Supervisors' Examination" means an examination relating to the supervision of a dealer's business that has been prepared by and is administered by the Canadian Securities Institute and is so designated by that Institute;
- (g) "deposit institution" means,
- (i) a bank to which the *Bank Act* (Canada) applies,
  - (ii) a loan corporation or trust company registered under the *Loan and Trust Corporations Act*,
  - (iii) a credit union or credit union league incorporated under the provisions of the *Credit Unions and Caisses Populaires Act*, and
  - (iv) a member commercial bank of the Federal Reserve System of the United States of America;
- (h) "director", where used in relation to a person includes a person acting in a capacity similar to that of a director of a company;
- (i) "financial institution" means,
- (i) the Government of Canada, the government of any province or territory of Canada, any municipal corporation, crown corporation or public board or commission in Canada,
  - (ii) the Bank of Canada, a bank to which the *Bank Act* (Canada) applies, any Quebec savings bank, and the pension funds of such banks,
  - (iii) a trust company or insurance company if the company is licensed to do business in Canada and has a minimum paid up capital and surplus of \$5,000,000, and the pension funds of such companies,
  - (iv) a credit union or credit union league with a minimum paid up capital and surplus of \$5,000,000,
  - (v) a mutual fund with net assets of \$5,000,000, and
  - (vi) a company, other than a dealer, and the trustee pension plans of such companies, having a minimum net worth of \$25,000,000 on the last audited balance sheet, where the balance sheet is available for inspection by the Commission;
- (j) "liquid capital" means the amount by which active assets exceed the sum of total liabilities, but liquid capital may be increased by adding,
- (i) the loan value of any securities delivered pursuant to a subordinated loan agreement in the form prescribed by the Commission that are not included in the accounts, and
  - (ii) non-current liabilities fully secured by mortgages on real estate owned by the registrant;
- (k) "loan value" means the market value of such securities less the applicable margin requirements;
- (l) "margin", "margin rate" and "margin requirements", where used with respect to,
- (i) contracts, means the minimum dollar amount per contract prescribed under the rules and regulations of the commodity futures exchange on which the contract was entered into or by the Commission that must be deposited with a member of the commodity futures exchange for the purpose of ensuring performance of obligations under the contract and includes "original margin" or "initial margin", being the amount that must be deposited on entering the contract, and "variation call", being the amount that must be deposited by a party to the contract to restore margin on deposit to original margin or initial margin when the

- margin on deposit falls to or under a prescribed level because of adverse movement in the price of the commodity,
- (ii) cash commodities means, except with respect to securities and the currencies of Canada or the United States of America, where the owner of the commodity is a party to a contract representing a short hedge for a like quantity of the commodity, 5 per cent of market value, and, where the owner of the commodity is not a party to such a contract, 20 per cent of market value, and
- (iii) securities, means the provisions in that regard prescribed by the by-laws of The Toronto Stock Exchange;
- (m) "margin deficiency", where used with respect to firm trading accounts and clients' accounts, means the amount by which deposits are, at any time, below,
- (i) the minimum margin prescribed under the rules or regulations of the commodity futures exchange upon which a contract was entered into or by the Commission, or
- (ii) the amount required under subsection 30 (3);
- (n) "market value", where used with respect to,
- (i) a commodity futures contract, means the settlement price on the relevant date or last trading day prior to the relevant date,
- (ii) a security, means
- (A) where a security is listed and posted for trading on a stock exchange,
1. the bid price, or
  2. if the security is sold short, the ask price,
- as shown on the exchange quotation sheets as of the close of business on the relevant date or last trading day prior to the relevant date, as the case may be, subject to an appropriate adjustment where an unusually large or unusually small quantity of securities is being valued, and
- (B) where a security is not listed and posted for trading on a stock exchange, a value determined in accordance with subsection (3);
- (o) "minimum free capital" means the applicable amount determined in accordance with section 14;
- (p) "National Commodity Futures Examination" means an examination relating to the commodity futures industry that has been prepared by the Chicago Board of Trade and is administered in the United States of America by the National Association of Securities Dealers, Inc. and is administered in Canada by the Canadian Securities Institute;
- (q) "net free capital" means liquid capital after deducting,
- (i) the amount required to provide full margin for,
- (A) cash commodities, other than securities, owned by the registrant,
- (B) securities owned by the registrant and securities sold short by the registrant,
- (C) firm trading accounts, and
- (ii) the amount sufficient to provide for any margin deficiencies on,
- (A) secured loans receivable,
- (B) customers' accounts,
- (C) partners' or shareholders' accounts, other than trading,
- (D) secured loans payable by the registrant if the collateral is held by other than the registrant or a financial institution, and
- (E) any other liquid capital items;
- (r) "omnibus account" means an account carried by a dealer for another dealer in which the transactions of two or more persons or companies are combined and effected in the name of the second mentioned dealer without disclosure of the identity of such persons or companies;
- (s) "total liabilities" means all liabilities including
- (i) adequate provision for income taxes, and

(ii) other accruals,

but excluding,

(iii) debts, the payment of which is postponed in favour of other creditors of the registrant pursuant to a subordination agreement in form approved by the Commission, and

(iv) deferred income taxes relating to non-active assets;

(t) "working capital" means the excess of current assets over current liabilities determined in accordance with generally accepted accounting principles.

(2) For the purposes of this Regulation, where a recommendation has been made in the Handbook of the Canadian Institute of Chartered Accountants which is applicable in the circumstances, the terms "generally accepted accounting principles", "auditor's report" and "generally accepted auditing standards" mean the principles, report and standards, respectively, recommended in the Handbook.

(3) The market value of a security not listed and posted for trading on a stock exchange shall be determined as follows:

1. Subject to paragraphs 2, 3 and 4, the registrant shall assign a reasonable value on the basis of values shown on published market reports or interdealer quotation sheets on the relevant date or last trading day prior to the relevant date.
2. The registrant may vary a value from that shown on published market reports or interdealer quotation sheets where, in light of all the circumstances, a more reasonable value would be obtained.
3. The Commission may require that a different value from that determined under paragraph 1 or 2 be assigned, where in light of all the circumstances, a more reasonable value would be obtained.
4. Where no published market report or interdealer quotation sheet exists with respect to the security, the security shall be assigned a market value of zero unless the Commission agrees otherwise.

(4) A company shall be deemed to be an affiliate of another company if one of them is the subsidiary of the other or if both are subsidiaries of the same company or if each of them is controlled by the same person or company.

(5) A company shall be deemed to be controlled by another person or company or by two or more companies if,

(a) voting securities of the first-mentioned company carrying more than 50 per cent of the votes for the election of directors are held, otherwise than by way of security only, by or for the benefit of the other person or company or by or for the benefit of the other companies; and

(b) the votes carried by such securities are entitled, if exercised, to elect a majority of the board of directors of the first-mentioned company.

(6) A company shall be deemed to be a subsidiary of another company if,

(a) it is controlled by,

(i) that other, or

(ii) that other and one or more companies each of which is controlled by that other, or

(iii) two or more companies each of which is controlled by that other; or

(b) it is a subsidiary of a company that is that other's subsidiary. O. Reg. 430/79, s. 7.

#### CATEGORIES OF REGISTRATION

8.—(1) Every registrant who is a dealer shall elect to be classified into one of the following categories:

1. Futures commission merchant.
2. Introducing broker but only a person or company resident in Ontario and not a registrant or an associate of a registrant under the *Securities Act* may elect to be classified in this category.
3. Non-resident carrying broker but only a person or company not resident in Ontario, who is registered as a futures commission merchant with the Commodity Futures Trading Commission under the *Commodity Exchange Act* (U.S.) and who is a clearing member of an exchange recognized by the Commission under section 34 of the Act or designated as a contract market under the *Commodity Exchange Act* (U.S.) may elect to be classified in this category. O. Reg. 430/79, s. 8 (1); O. Reg. 603/79, s. 2.

(2) Every registrant who is an adviser shall elect to be classified into one or more of the following categories:

1. Commodity trading adviser, but only a person or company that holds himself or itself out as engaging in the business of advising others either directly or through publications or writings as to trading in contracts but that does not purport to design such advice to accord with the financial objectives of specific

customers, or intends so to act, may elect to be classified in this category.

2. Commodity trading counsel, but only a person or company that engages in or holds himself or itself out as engaging in the business of advising others as to trading in specific contracts or that is primarily engaged in giving continuous advice as to trading in contracts on the basis of the particular objectives of each customer, or intends so to act, may elect to be classified in this category.
3. Commodity trading manager, but only a person or company that has elected to be classified as a commodity trading counsel and that engages in or holds himself or itself out as engaging in the business of managing trading in contracts for customers through discretionary authority granted by one or more customers, or intends so to act, may elect to be classified in this category. O. Reg. 430/79, s. 8 (2).

#### CONDITIONS OF REGISTRATION—GENERAL

9.—(1) No registration or renewal of registration shall be granted unless the applicant has complied with the applicable requirements of this Part at the time of the granting of the registration or renewal of registration.

(2) Each registrant shall comply with the applicable requirements of this Part and the failure to do so shall be considered by the Commission in any proceedings under section 24 of the Act.

(3) No registrant or partner, officer or associate of a registrant shall have a direct or indirect interest in any other registrant without the approval of the Director. O. Reg. 430/79, s. 9.

#### NON-RESIDENT CARRYING BROKERS CONDITIONS OF REGISTRATION

10.—(1) Every non-resident carrying broker shall appoint an agent for service in Ontario, acceptable to the Director, and shall not change such agent without the prior consent of the Director.

(2) Every non-resident carrying broker shall submit to, and have approved by, the Director the document appointing the agent referred to in subsection (1) and any amendments at any time proposed therein.

(3) Every non-resident carrying broker shall, subject to section 32 of the Act, trade only in contracts for the customers of an introducing broker.

(4) Every non-resident carrying broker that trades in contracts for a customer of an introducing broker shall send, in its firm name, to the customer of the introducing broker confirmations, statements of purchase and sale and monthly statements relating to such trades.

(5) Every non-resident carrying broker that trades in contracts for a customer of an introducing broker shall forward all funds accruing to the customer as the result of the trades exclusively to the customer or to a person or company designated in writing by the customer but in no event to the introducing broker or any associate of the introducing broker.

(6) Subject to subsection (7), every non-resident carrying broker shall enter into a written guarantee, on terms acceptable to the Director, with each customer of an introducing broker for whom it trades in contracts or with a trust company registered under the *Loan and Trust Corporations Act* under which it agrees to pay to any customer of the introducing broker all sums which the introducing broker becomes legally obliged to pay to the customer as damages if such legal liability arises out of the introducing broker's performance of services for the customer in the introducing broker's capacity as a dealer.

(7) Where the Commission is satisfied it would not be prejudicial to the public interest, it may exempt, subject to such terms and conditions as it may impose, a non-resident carrying broker from the requirements of subsection (6).

(8) Subject to subsection (9) and unless the Director is otherwise satisfied as to their availability within a reasonable time to any person lawfully entitled to examine them, every registered non-resident carrying broker shall maintain in Ontario such records as are necessary to record properly its business transactions and financial affairs in Ontario.

(9) A registered non-resident carrying broker may keep the records referred to in subsection (8) by means of mechanical, electronic or other devices where the registrant,

(a) takes adequate precautions, appropriate to the means used, to guard against the risk of falsification of the information recorded; and

(b) provides a means for making the information available in an accurate and intelligible form within a reasonable time to any person lawfully entitled to examine the records.

(10) An applicant for registration as a non-resident carrying broker shall complete and execute Form 6.

(11) Section 38 and subsection 39 (1) apply with necessary modifications to the renewal of the registration of a non-resident carrying broker and subsections 41 (1) and (2) apply with necessary modifications to the amendment of such registration.

(12) Unless an express reference requires it, no other section of this Regulation, other than sections 7, 8, and 9, applies to non-resident carrying brokers. O. Reg. 430/79, s. 10.

FUTURES COMMISSION MERCHANTS  
AND INTRODUCING BROKERS

*Conditions of Registration—  
Minimum Personnel*

11.—(1) Subject to subsection (2), every futures commission merchant and introducing broker shall have available to serve customers not less than,

- (a) two individuals,
  - (i) each of whom is registered as a partner or officer of the dealer or as a salesman, or
  - (ii) one of whom is registered as a partner or officer of the dealer or as a salesman and one of whom is the individual responsible for discharging the obligations of a person or company registered as a partner of the dealer; and
- (b) either of,
  - (i) a third individual as is referred to in clause (a), or
  - (ii) an employee of the dealer authorized by an individual referred to in clause a to accept customers' unsolicited instructions in his absence and designated by the Director under subsection 22 (3) of the Act as non-trading,

but the dealer need only make available two of such individuals at any time in normal circumstances and during usual business hours.

(2) The Director may exempt, subject to such terms and conditions as he may impose, a futures commission merchant or an introducing broker from the requirement of subsection (1) where he is satisfied that adequate service will be available to the customers of the dealer notwithstanding that fewer individuals than are required under subsection (1) are available to serve customers. O. Reg. 430/79, s. 11.

FUTURES COMMISSION MERCHANTS

*Conditions of Registration—  
Trading for Customers of  
Introducing Broker*

12.—(1) Every registered futures commission merchant that trades in contracts for a customer of an introducing broker and receives the money, securities or property to guarantee such trades or contracts shall send, in its firm name, to the customer of the introducing broker confirmations, statements of purchase and sale and monthly statements relating to such trades.

(2) Every registered futures commission merchant that trades in contracts for a customer of an introducing

broker and receives the money, securities or property to guarantee such trades or contracts shall forward all funds accruing to the customer as the result of the trades exclusively to the customer or to a person or company designated in writing by the customer but in no event to the introducing broker or any associate of the introducing broker.

(3) Subject to subsection (4), every registered futures commission merchant that trades in contracts for the customers of an introducing broker and receives the money, securities or property to guarantee such trades or contracts shall enter into a written guarantee on terms acceptable to the Director, with each customer of an introducing broker for whom it trades in contracts or with a trust company registered under the *Loan and Trust Corporations Act* under which it agrees to pay to any customer of the introducing broker all sums which the introducing broker becomes legally obliged to pay to the customer as damages if such legal liability arises out of the introducing broker's performance of services for the customer in the introducing broker's capacity as a dealer.

(4) Where the Commission is satisfied it would not be prejudicial to the public interest, it may exempt, subject to such terms and conditions as it may impose, a futures commission merchant from the requirements of subsection (3). O. Reg. 430/79, s. 12.

INTRODUCING BROKERS

*Conditions of Registration—Transmission of  
Customers' Margin to Non-Resident Carrying  
Broker of Registered Futures Commission  
Merchant; Letter to Customers*

13.—(1) Every introducing broker shall use its best efforts to ensure that its customers guarantee or secure their trades or contracts by means of cheques drawn in favour only of the registered non-resident carrying broker or registered futures commission merchant that trades for the customers of the introducing broker but if a customer,

- (a) pays money directly to the introducing broker;
- (b) makes a cheque payable directly to the introducing broker; or
- (c) delivers securities or property directly to the introducing broker,

the introducing broker shall forthwith transmit the money, proceeds of the cheque, securities or property directly and exclusively to the registered non-resident carrying broker or registered futures commission merchant.

(2) No introducing broker shall effect trades for customers through an omnibus account.

(3) Every introducing broker shall, prior to the opening of an account, provide the prospective customer with a letter, in form acceptable to the Director, that,

(a) describes the operation of the introducing broker and its relationship to the non-resident carrying broker or registered futures commission merchant that trades in contracts for its customers which description shall relate to, at least, those matters referred to in subsections 10 (4) and (5) or subsections 12 (1) and (2); and

(b) advises the prospective customer of the guarantee referred to in subsection 10 (6) or subsection 12 (3), its terms and the identity and address of the trust company, if any, that is a party to the guarantee. O. Reg. 430/79, s. 13.

FUTURES COMMISSION MERCHANTS,  
INTRODUCING BROKERS AND ADVISERS

*Conditions of Registration—  
Capital Requirement*

14.—(1) Subject to subsection (2), every futures commission merchant shall maintain a minimum free capital that is the maximum amount, if any, that is deductible under any clause of the insurance policies required under section 20, plus the greater of,

(a) \$75,000 in net free capital; or

(b) the sum of,

- (i) 10 per cent of the first \$2,500,000 of adjusted liabilities, plus
- 8 per cent of the next \$2,500,000 of adjusted liabilities, plus
- 7 per cent of the next \$2,500,000 of adjusted liabilities, plus
- 6 per cent of the next \$2,500,000 of adjusted liabilities, plus
- 5 per cent of adjusted liabilities in excess of \$10,000,000, and

(ii) the greater of,

(A) up to the first \$20,000,000 in market value of commodity futures contracts the sum of,

1. 2 per cent of the market value for contracts, other than for securities, representing a long position or the total number of commodity futures contracts, other than for securities, representing a short position in each commodity, whichever is the greater, carried for all customers' and firm accounts excluding exempted contracts, and

2. the amount arrived at by the application of the securities futures capital charge,

to a maximum of \$100,000, or

(B) the sum of,

1.  $\frac{1}{2}$  of 1 per cent of the market value of the total number of commodity futures contracts, other than for securities, representing a long position or the total number of commodity futures contracts, other than for securities, representing a short position in each commodity, whichever is the greater, carried for all customers' and firm accounts excluding exempted contracts, and
2. the amount arrived at by the application of the securities futures capital charge,

but the amount arrived at under subclauses (i) and (ii) shall be increased by the aggregate of all amounts arrived at by application of the customer concentration factor and of the commodity concentration factor, where,

(iii) the customer concentration factor is derived by calculating for each customer or group of related customers and for firm accounts the maximum aggregate price movement if the market value of all commodity futures contracts, excluding exempted contracts, held at the relevant time for that customer or group of related customers or for firm accounts were to change by the standard daily limit moves applicable to such contracts respectively, and if, for any customer or group of related customers or for firm accounts, the amount so calculated, less any funds provided in excess of margin requirements, exceeds an amount equal to 15 per cent of the liquid capital of the dealer, then the excess shall be included in the determination of the customer concentration factor, and

(iv) the commodity concentration factor is derived as to each commodity underlying commodity futures contracts held by the dealer, whether for customer or for firm account, by multiplying  $x$  by  $y$ , where,

(A)  $x$  is the number of commodity futures contracts equalling the greater of the long or the short position of commodity futures contracts in that commodity so held by the dealer at the relevant time, and

(B)  $y$  is the price movement resulting when such a commodity futures contract changes in market value by two standard daily limit moves,

and, where the amount so determined as to commodity futures contracts in any particular commodity, other than exempted contracts, and after deducting funds provided in excess of margin requirements as calculated under subsection (5) is, for five consecutive trading days, in excess of an amount equal to 40 per cent of the liquid capital of the dealer, then an amount equal to the excess as at the close of business on the fifth of such consecutive trading days shall be included in the determination of the commodity concentration factor.

(2) A futures commission merchant is not required to maintain the amount calculated in accordance with clause (1) (b) with respect to those contracts resulting from trades executed on the instructions of,

(a) another registered futures commission merchant; or

(b) a registered introducing broker who transmits the money, securities or property to secure the trades or contracts directly to a registered non-resident carrying broker with whom the futures commission merchant places the order.

(3) Every introducing broker shall maintain a minimum free capital of the maximum amount, if any, that is deductible under any clause of the insurance policies required under section 20, plus \$50,000 in working capital.

(4) Every adviser shall maintain a minimum free capital of the maximum amount, if any, that is deductible under any clause of the insurance policies required under section 20, plus \$5,000 in working capital or such greater amount as the Director considers necessary where the adviser exercises control over clients' money, securities or property.

(5) For the purpose of subclause (1) (b) (iv) the determination of funds provided in excess of margin requirements shall be the aggregate of amounts determined with respect to each account in which commodity futures contracts for the particular commodity are held on a short or long basis, whichever is relevant for

purposes of the calculation of the commodity concentration factor, with the amount to be included for each such account being the lesser of,

(a) the funds provided in excess of margin requirements held in that account at the relevant time; or

(b) the amount by which the price of the net long or short position of futures contracts for the relevant commodity held in that account would change as a consequence of two standard daily limit moves.

(6) For the purpose of this section,

(a) "exempted contract" means,

(i) spreads in the same commodity and entered into on the same commodity futures exchange,

(ii) short hedge positions where a warehouse receipt or other evidence of title for a like quantity of the commodity to be delivered under the contract is held by the dealer, and

(iii) commodity futures contracts held for financial institutions;

(b) "securities futures capital charge" means that amount representing 10 per cent of the margin requirement for the total number of commodity futures contracts for securities representing a long position or the total number of commodity futures contracts for securities representing a short position in each security, whichever is the greater, carried for all customers' and firm accounts excluding exempted contracts.

(7) Notwithstanding this section, every registrant who is also a registrant under the *Securities Act* shall maintain the minimum free capital required of it under the regulations under that Act. O. Reg. 430/79, s. 14.

#### FUTURES COMMISSION MERCHANTS, INTRODUCING BROKERS AND ADVISERS

#### *Conditions of Registration—Reports*

15.—(1) Every adviser or introducing broker that is not a member in good standing of a self-regulatory body recognized by the Commission under section 15 of the Act shall deliver to the Commission within ninety days after the end of its financial year a copy of its audited financial statement for the financial year prepared in accordance with generally accepted accounting principles.

(2) Every financial statement required to be delivered under subsection (1) shall include,

(a) an income statement, a statement of surplus and a statement of changes in financial position, each for the financial year; and

(b) a balance sheet as at the end of the financial year signed by one director of the registrant.

(3) The financial statement required by subsection (1) shall be audited in accordance with generally accepted auditing standards.

(4) Every futures commission merchant that is not a member in good standing of a self-regulatory body recognized by the Commission under section 15 of the Act shall deliver to the Commission,

(a) within ninety days after its financial year an audited report prepared in accordance with Form 3, or, if holding current registration under the *Securities Act*, an audited report prepared in accordance with Form 9 of the regulations under that Act; and

(b) within thirty days after the end of each three month period in its financial year, other than the final such period, an unaudited report prepared in accordance with Form 3, or, if holding current registration under the *Securities Act*, an unaudited report prepared in accordance with Form 9 of the regulations under that Act.

(5) The report required by clause (4) (a) shall be audited in accordance with generally accepted auditing standards and the audit requirements published by the Commission.

(6) The financial statements required by this section shall be reported upon by a person, acceptable to the Commission, who is the auditor of the registrant or is an accountant eligible for appointment as the auditor. O. Reg. 430/79, s. 15.

16. Every registrant, except non-resident carrying brokers, shall, if the Commission at any time requests, enter into a subordination agreement in the form prescribed by the Commission. O. Reg. 430/79, s. 16.

17. Every futures commission merchant and introducing broker that is not a member in good standing of a self-regulatory body recognized by the Commission under section 15 of the Act shall deliver to the Commission within fifteen business days of the end of each month a monthly financial and position report in such form as is prescribed by the published requirements of the Commission. O. Reg. 430/79, s. 17.

18.—(1) Every registrant, except non-resident carrying brokers, that is not a member in good standing of a self-regulatory body recognized by the Commission under section 15 of the Act shall issue a direction to an auditor instructing the auditor to conduct any audit requested by the Commission or the Director during its registration or renewal of registration and shall deliver a copy of the direction to the Commission,

(a) with its application for registration; and

(b) immediately after the registrant changes its auditor.

(2) Where the Commission or the Director requests an auditor to conduct an audit of the financial affairs of a registrant in accordance with a direction referred to in subsection 1, all fees related to the audit shall be paid by the registrant. O. Reg. 430/79, s. 18.

19.—(1) Every audit required under section 18 of the Act shall relate to the affairs of the registrant and shall be performed in accordance with generally accepted auditing standards and the audit requirements published by the Commission.

(2) Every report of an auditor required under section 18 of the Act shall be prepared in accordance with generally accepted auditing standards.

(3) No registrant shall withhold, destroy or conceal any information or documents or otherwise fail to co-operate with a reasonable request made by an auditor of a registrant in the course of an audit required under section 18 of the Act. O. Reg. 430/79, s. 19.

#### FUTURES COMMISSION MERCHANTS, INTRODUCING BROKERS AND ADVISERS

##### *Conditions of Registration— Insurance*

20.—(1) Except where the Director is satisfied in a particular case that reduced or no coverage would not be prejudicial to the public interest, every futures commission merchant shall maintain insurance by means of,

(a) a broker's blanket bond with trading losses coverage; or

(b) a comprehensive dishonesty, disappearance and destruction policy with trading losses coverage,

on terms acceptable to the Director, in an amount of not less than \$200,000, or such larger amount as is indicated to be necessary by the statement referred to in section 21.

(2) Except where the Director is satisfied in a particular case that reduced or no coverage would not be prejudicial to the public interest, every introducing broker shall maintain insurance by means of,

(a) a broker's blanket bond with trading losses coverage; or

(b) a comprehensive dishonesty, disappearance and destruction policy with trading losses coverage,

on terms acceptable to the Director, in an amount of not less than \$100,000 or such larger amount as is indicated

to be necessary by the statement referred to in section 21.

(3) Except where the Director is satisfied in a particular case that reduced or no coverage would not be prejudicial to the public interest, every adviser shall maintain insurance on terms acceptable to the Director in an amount of not less than \$10,000 or such larger amount as is indicated to be necessary by the statement referred to in section 21. O. Reg. 430/79, s. 20.

21.—(1) Except for members of a self-regulatory body recognized by the Commission under section 15 of the Act and non-resident carrying brokers, every person or company applying for registration or renewal of registration as a dealer or adviser shall deliver to the Director with the application a certified statement that full consideration has been given by the directors of the dealer or adviser to the amount of insurance necessary to cover insurable risks in the business of the applicant and that either,

- (a) the minimum amount of coverage required by this Regulation is sufficient; or
- (b) the minimum amount of coverage required by this Regulation is not sufficient but that an indicated amount of coverage would be sufficient.

(2) No registration or renewal of registration shall be granted where in the opinion of the Director the minimum amount of insurance required by this Regulation or, where a larger amount is indicated in a certified statement referred to in subsection (1), the amount stated in the statement is not sufficient. O. Reg. 430/79, s. 21.

22. Every registrant shall forthwith notify the Commission in writing of,

- (a) any change in; or
- (b) any claim, exceeding the lesser of \$25,000 or 5 per cent of the minimum free capital that is required to be maintained under section 14, made under,

the provisions of any insurance policy maintained pursuant to the requirements of this Part. O. Reg. 430/79, s. 22.

#### FUTURES COMMISSION MERCHANTS AND INTRODUCING BROKERS

##### *Conditions of Registration— Compensation Fund*

23. At such time as, in the opinion of the Commission, the number of registered dealers in Ontario, other than non-resident carrying brokers, is sufficient to sustain the operation of an adequate compensation fund or funds the Commission may require every dealer, except non-resident carrying brokers, to participate in such a fund approved by the Commission and established by a self-regulatory body recognized by the Commission

under section 15 of the Act or a trust company registered under the *Loan and Trust Corporations Act*. O. Reg. 430/79, s. 23.

#### FUTURES COMMISSION MERCHANTS, INTRODUCING BROKERS AND ADVISERS

##### *Conditions of Registration— Record Keeping*

24.—(1) Every registered futures commission merchant, introducing broker or adviser shall maintain books and records necessary to record properly its business and financial affairs.

(2) All records may be kept by means of mechanical, electronic or other devices where such method of record keeping is not prohibited under other applicable legislation and the registrant,

- (a) takes adequate precautions, appropriate to the means used, to guard against the risk of falsification of the information recorded; and
- (b) provides a means for making the information available in an accurate and intelligible form within a reasonable time to any person lawfully entitled to examine the records.

(3) Without restricting the generality of subsection (1), a registrant, other than a registered non-resident carrying broker, shall maintain each of the following books and records that, in the opinion of the Director, are appropriate to its business:

1. Blotters, or other records of original entry, containing an itemized daily record of all trades in contracts, all receipts and disbursements of cash, all other debits and credits, the account for which each transaction was effected, the date of the transaction, the commodity futures exchange, the name of the dealer, if any, used by the registrant as its agent to effect the trade and in the case of trades in commodity futures contracts,
  - i. the commodity and quantity bought or sold,
  - ii. the delivery month and year,
  - iii. the price at which the contract was entered into, or
- in the case of trades in commodity futures options,
  - iv. the type and number,
  - v. the premium,
  - vi. the commodity futures contract that is the subject of the commodity futures option,

- vii. the delivery month and year of the commodity futures contract that is the subject of the commodity futures option,
  - viii. the declaration date, and
  - ix. the striking price.
2. Ledgers or other records maintained in detail reflecting all the assets and liabilities, income and expense and capital accounts.
  3. Ledger accounts or other records itemizing separately for each account of every customer all trades in contracts and all other debits and credits to the account setting forth, with respect to all securities and property received to margin, guarantee or to secure the trades or contracts of customers,
    - i. a description of the securities or property received,
    - ii. the date when received,
    - iii. the identity of any deposit institution where such securities or property are segregated,
    - iv. the dates of deposit and withdrawal from such deposit institutions, and
    - v. the date of return of such securities or property to the customer or other disposition thereof, together with the facts and circumstances of such other disposition,
 and with respect to any investments of such money, proceeds or funds segregated for the benefit of customers,
    - vi. the date on which such investments were made,
    - vii. the identity of the person or company through or from whom such securities were purchased,
    - viii. the amount invested,
    - ix. a description of the securities invested in,
    - x. the identity of the deposit institution, other dealer or dealer registered under the *Securities Act* where such securities are deposited,
    - xi. the date of liquidation or other disposition and the money received on such disposition, and
  - xii. the identity of the person or company to or through whom such securities were disposed.
4. Ledgers or other records reflecting,
    - i. money, securities and property which must be segregated for the benefit of customers under section 46 of the Act, and
    - ii. moneys borrowed and moneys loaned, together with a record of the collateral therefor and any substitutions in the collateral.
  5. A commodity record or ledger showing separately for each commodity as of the trade date all long positions or short positions in commodity futures contracts carried for the registrant's account or for the account of customers, and, in all cases, the name or designation of the account in which each position is carried.
  6. An adequate record of each order and of any other instruction given or received with respect to a trade in a contract whether executed or unexecuted, showing,
    - i. the terms and conditions of the order or instruction and of any modification or cancellation of the order or instruction,
    - ii. the account to which the order or instruction relates,
    - iii. where the order relates to an omnibus account, the component accounts within the omnibus account on whose behalf the order is to be executed and, if not dictated by the policy referred to in clause 27 (2) (h), the allocation among the component accounts intended on execution,
    - iv. where the order or instruction is placed by an individual other than,
      - A. the person in whose name the account is operated, or
      - B. an individual duly authorized to place orders or instructions on behalf of a customer that is a company,
 the name, sales number or designation of the individual placing the order or instruction,
    - v. the time of the entry of the order or instruction, and, where the order is entered pursuant to the exercise of discretionary power of a registrant or any

employee of a registrant, a statement to that effect,

vi. to the extent feasible, the time of execution or cancellation, and

vii. the time of report of execution.

7. Copies or other records of confirmations required by sections 42 and 45 of the Act, statements of purchase and sale required by section 43 of the Act, monthly statements required by section 44 of the Act and copies of notice of all other debits and credits of money, securities, property and proceeds of loans and other items for the accounts of customers.

8. Subject to subsection 28 (1), a customer record in respect of each amount containing,

i. the name and address of the beneficial owner and the guarantor, if any, of the account, and

ii. where trading instructions are accepted from a person or company other than the customer, written authorization or ratification from the customer naming the person or company,

but, in the case of a joint account or an account of a company, such records are required only in respect of the person or persons authorized to transact business for the account.

9. A record of the proof of money balances of all ledger accounts in the form of trial balances and a record of a reasonable calculation of minimum free capital, adjusted liabilities and capital required, prepared for each month within a reasonable time after the month. O. Reg. 430/79, s. 24.

25. Unless otherwise required by applicable legislation to be maintained for a longer period of time,

(a) documents relating to unexecuted orders or instructions as prescribed by paragraph 6 of subsection 24 (3);

(b) confirmations as prescribed by sections 42 and 45 of the Act;

(c) statements of purchase and sale as prescribed by section 43 of the Act; and

(d) monthly statements as prescribed by section 44 of the Act,

shall be maintained for a period of at least two years, and

(e) documents relating to executed orders or instructions as prescribed in paragraph 6 of subsection 24 (3) shall be maintained for a period of at least six years and shall be retained in a readily accessible location for the first two years of that six-year period. O. Reg. 430/79, s. 25.

26.—(1) Subject to subsection (2), every registrant shall maintain the situs of its books and records in Ontario.

(2) Where the head office of the registrant is not in Ontario, the registrant shall maintain in Ontario such books and records as are necessary to record properly its business transactions and financial affairs in Ontario. O. Reg. 430/79, s. 26.

#### FUTURES COMMISSION MERCHANTS, INTRODUCING BROKERS AND ADVISERS

#### *Conditions of Registration—New Accounts, Supervision and Procedures*

27.—(1) No dealer or adviser, other than a non-resident carrying broker, shall be granted registration or renewal of registration unless the dealer or adviser has established a procedure to supervise the conduct of its business and has submitted it to, and has had the procedure approved by, the Director.

(2) The procedure required by subsection (1) shall be set out in writing and shall relate to, at least,

(a) the acceptance of new accounts;

(b) the review and endorsement of transactions;

(c) the regular review of correspondence;

(d) the regular review of each client's account;

(e) the receipt and control of clients' money, securities and property, including the authorization, allocation and delivery of clients' securities to deposit institutions as collateral for a loan;

(f) the investigation of individuals prior to sponsoring applications for registration as a salesman of a registered dealer or as a partner or officer of a registered dealer or as a partner or officer of a registered adviser, as the case may be;

(g) the requirements relating to discretionary accounts, if any, including minimum equity levels and prompt approval by a designated partner or officer of each order and frequent review of the account;

(h) the policy followed with respect to allocation of executed orders among component accounts within omnibus accounts;

- (i) the operation and review of firm trading accounts; and
- (j) the review of the supervisory procedure.

(3) The names and offices of the individuals responsible for the procedure required by subsection 1 shall be filed with the Director on submission of the procedure and thereafter any changes in such names and offices shall be filed with the Director forthwith.

(4) Every dealer and adviser shall forthwith notify the Director in writing of any material change in the procedure required by subsection (1) to supervise the conduct of its business.

(5) Every dealer and adviser shall comply in the procedure to supervise the conduct of its business that has been submitted to the Director.

(6) This section does not apply to registrants who are members of a self-regulatory body recognized by the Commission under section 15 of the Act. O. Reg. 430/79, s. 27.

28.—(1) For the purposes of subsection 27 (2), but without limiting the requirements of that subsection and subject to subsection (4), each dealer, commodity trading counsel and commodity trading manager shall, before accepting an account, make such enquiries as,

- (a) will enable it to establish the identity and, where applicable,
  - (i) the credit worthiness of each customer in accordance with guidelines established by the registrant; and
  - (ii) the reputation of the customer if information known to the registrant causes doubt as to whether the customer is of good reputation; and
- (b) subject to subsection (2), to the general financial needs and objectives of each customer and the suitability of trading for that customer.

(2) Clause (1) (b) does not apply to a dealer who executes a trade on the instructions of a commodity trading counsel, commodity trading manager, another dealer, an adviser registered under the *Securities Act*, or a financial institution.

(3) For the purposes of complying with the requirements of subsection (1) as to obtaining appropriate information concerning new customers, use of such form as is published by the Commission in this respect is sufficient, but other forms or procedures may be used where they are more appropriate.

(4) Notwithstanding subsections (1) and (2), where an account is opened and traded by a commodity trading counsel or commodity trading manager on behalf of a customer or customers,

- (a) where the commodity trading counsel or commodity trading manager executes orders in its own name or identifies its customer or customers by means of a code or symbols the dealer must satisfy itself as to the credit worthiness of the commodity trading counsel or commodity trading manager but shall not otherwise have any responsibility for the suitability of trading for the customer or customers of the commodity trading counsel or commodity trading manager; and
- (b) where the commodity trading counsel or commodity trading manager executes orders in the name of its customer with no agreement that payment of the account is guaranteed by the commodity trading counsel or commodity trading manager the dealer shall,
  - (i) obtain full information concerning the customer with a view to determining the credit worthiness of the customer, or
  - (ii) obtain a letter of undertaking from the commodity trading counsel or commodity trading manager which letter shall refer to at least the familiarity of such commodity trading counsel or commodity trading manager with applicable rules of account supervision and which letter shall contain at least a covenant to make the investigation contemplated by such rules and to advise, where known, if the customer is,
    - (A) a partner, officer, director, employee or security holder of a dealer,
    - (B) an associate of the individuals referred to in sub-subclause (A), or
    - (C) an affiliate of a dealer,

but the dealer shall not have responsibility for determining the suitability of any trade for the customer. O. Reg. 430/79, s. 28.

29.—(1) In this section, "responsible person" means a commodity trading manager and every individual who is a partner, director or officer of a commodity trading manager together with every affiliate of a commodity trading manager and every individual who is a director, officer or employee of such affiliate or who is an employee of the commodity trading manager, if the affiliate or the individual participates in the formulation of, or has access prior to implementation to, trading decisions made on behalf of or the advice given to the client of the commodity trading manager.

(2) Every commodity trading counsel shall maintain standards directed to ensuring fairness in the allocation of trading opportunities among his customers and a

copy of the policies established shall be furnished to each customer and filed with the Commission.

(3) Every commodity trading counsel shall charge his clients directly for his services and such charge may be based upon the dollar value of the client's portfolio, but not on the value or volume of the transactions initiated for the client and, except with the written agreement of the client, shall not be contingent upon profits or performance.

(4) Every commodity trading manager shall obtain an undertaking from every responsible person not to trade for his or its account, as the case may be, or knowingly permit or arrange for any associate to trade, in reliance upon information as to trades made or to be made for the account of a client of the commodity trading manager and the commodity trading manager shall establish and maintain procedures designed to disclose when a responsible person or an associate of a responsible person has contravened the undertaking.

(5) Where there has been a material change in the ownership or control of a commodity trading counsel or where it is proposed that a commodity trading counsel sell or assign the account of a customer in whole or in part to another registrant, the commodity trading counsel shall, prior to such sale or assignment or immediately after such material change, as the case may be, give a written explanation to the customer of the proposal or change and he shall inform the customer of the customer's right to withdraw his account. O. Reg. 430/79, s. 29.

30.—(1) No futures commission merchant shall effect trades on its own behalf or for any partner, officer, director or employee of the futures commission merchant or any associate of such persons through an omnibus account maintained for customers other than partners, officers, directors or employees of the futures commission merchant or any associate of such persons.

(2) No futures commission merchant shall effect trades for non-discretionary accounts through an omnibus account maintained for discretionary accounts.

(3) Every futures commission merchant shall require from each of its customers for whom trades are effected through an omnibus account not less than that amount of margin that would be required from such customers if their trades were effected through fully disclosed accounts. O. Reg. 430/79, s. 30.

31.—(1) No registered dealer shall effect trades for a customer through a discretionary account without having secured from the customer prior written authorization defining the extent of the discretionary authority which authority shall,

- (a) subject to subsection (2), have a term of no more than twelve months;
- (b) not be renewable except in writing; and

(c) be terminable on specified notice by either party.

(2) The prior written authorization referred to in subsection (1) may be of a term longer than twelve months where other arrangements, acceptable to the Director, to ensure the customer's cognizance that the authorization continues in force are followed. O. Reg. 430/79, s. 31.

32. No registered dealer shall accept securities as margin except those bonds, debentures or other evidences of indebtedness referred to in subsection 33 (3). O. Reg. 430/79, s. 32.

#### FUTURES COMMISSION MERCHANTS AND INTRODUCING BROKERS

##### *Conditions of Registration—Segregation of Customers' Money, Securities and Property*

33.—(1) Subject to subsection (2), the segregation of money, securities, property, proceeds or funds required by section 46 of the Act may be satisfied by the deposit of such money, securities, property, proceeds or funds with a registered futures commission merchant or a clearing member of a commodity futures exchange recognized or registered by the Commission or designated by the Commodity Futures Trading Commission as a contract market under the *Commodity Exchange Act* (U.S.) to margin, guarantee or secure the trades or contracts of the customers of a registered dealer. O. Reg. 603/79, s. 3.

(2) All money, securities, property, proceeds or funds segregated for the benefit of customers under section 46 of the Act, when deposited by a registered dealer, other than a registered non-resident carrying broker, with a deposit institution or with another dealer shall be deposited under an account name that clearly shows that they are customers' money, securities, property, proceeds or funds.

(3) No registered dealer, other than a registered non-resident carrying broker, shall invest money, proceeds or funds segregated for the benefit of customers under section 46 of the Act except in bonds, debentures, or other evidences of indebtedness,

- (a) of or guaranteed by the Government of Canada or any province of Canada or by the Government of the United States of America or any state thereof;
- (b) of or guaranteed by a bank to which the *Bank Act* (Canada) applies, a trust company or loan corporation registered under the *Loan and Trust Corporations Act* or an insurance company licensed under the *Insurance Act*; or
- (c) of or guaranteed by a bank which is a member of the Federal Reserve Board in the United States of America,

and maturing not more than one year from the date of purchase.

(4) Any investment of money, proceeds or funds under subsection (3) shall be made through an account or accounts maintained under subsection (1) and proceeds from the sale of such securities shall be re-deposited in such account or accounts.

(5) Securities purchased under subsection (3), when deposited by a registered dealer with a deposit institution, with another dealer or with a dealer registered under the *Securities Act* shall be deposited under an account name that clearly shows that they are customers' securities.

(6) Any securities purchased under subsection (3) shall be included in the registered dealer's books and records at values not more than the close of market on the last preceding trading day.

(7) Every registered futures commission merchant who is also a registered dealer under the *Securities Act* may, where a customer maintains a securities account with the registrant, transfer money, securities, property, proceeds and funds segregated for the benefit of the customer under section 46 of the Act that are in excess of margin requirements to the securities account of the customer if such a transfer is contemplated by, and made in accordance with, a written agreement between the registrant and the customer. O. Reg. 430/79, s. 33 (2-7).

34. Every written agreement referred to in subsection 46 (2) of the Act shall, as it relates to the pledge of a customer's securities or property with a dealer for the purpose of trading in contracts, be in Form 4. O. Reg. 430/79, s. 34.

#### FUTURES COMMISSION MERCHANTS, INTRODUCING BROKERS AND ADVISERS

##### *Conditions of Registration— Proficiency Requirements*

35.—(1) No individual shall be granted registration as a salesman, as a partner or officer of a registered futures commission merchant or introducing broker unless the individual has successfully completed the National Commodity Futures Examination and the Canadian Commodity Futures Examination.

(2) No individual shall be granted registration as a commodity trading adviser or as a partner or officer of a registered commodity trading adviser unless the individual has successfully completed the National Commodity Futures Examination and the Canadian Commodity Futures Examination and has been employed performing research in the analysis area of the commodity futures industry for at least two years.

(3) No individual shall be granted registration as a commodity trading counsel or as a partner or officer of a registered commodity trading counsel unless the individual has successfully completed the National Commodity Futures Examination and the Canadian Commodity Futures Examination and has been employed

performing research in the analysis area of the commodity futures industry for at least three years.

(4) Notwithstanding subsections (1), (2) and (3) registration as a salesman or as an adviser or a partner or officer of a registered futures commission merchant, introducing broker or adviser may be granted to an individual who, as of the day the Act is proclaimed in force, has not previously sat for the Canadian Commodity Futures Examination where,

(a) he has been employed in the commodity futures industry for at least one year and has successfully completed one of the following examinations:

(i) the National Commodity Futures Examination,

(ii) the Chicago Board of Trade Solicitor Examination, or

(iii) the Association of Commodity Exchange Firms Examination; or

(b) he is employed in the commodity futures industry on the condition that he has successfully completed both the National Commodity Futures Examination and the Canadian Commodity Futures Examination by the day 180 days from the day the Act is proclaimed in force.

(5) No person, other than an individual, or company shall be granted registration as a partner of a registered commodity trading adviser unless an individual employed by the person or company and responsible for discharging the obligations of the person or company as a partner of the adviser has successfully completed the National Commodity Futures Examination and the Canadian Commodity Futures Examination and has been employed performing research in the analysis area of the commodity futures industry for at least two years.

(6) No person, other than an individual, or company shall be granted registration as a partner of a registered commodity trading counsel unless an individual employed by the person or company and responsible for discharging the obligations of the person or company as a partner of the adviser has successfully completed the National Commodity Futures Examination and the Canadian Commodity Futures Examination and has been employed performing research in the analysis area of the commodity futures industry for at least three years.

(7) No person, other than an individual, or company shall be granted registration as a partner of a registered futures commission merchant or introducing broker unless an individual employed by the person or company and responsible for discharging the obligations of the person or company as a partner of the registered dealer has successfully completed the National Commodity Futures Examination and the Canadian Commodity Futures Examination.

(8) Notwithstanding subsections (5), (6) and (7), registration as a partner of a registered futures commission merchant, introducing broker or adviser may be granted to a person, other than an individual, or company where the individual employed by the person or company and responsible for discharging the obligations of the person or company as a partner has not, as of the day the Act is proclaimed in force, previously sat for the Canadian Commodity Futures Examination where,

(a) he has been employed in the commodity futures industry for at least one year and has successfully completed one of the following examinations:

(i) the National Commodity Futures Examination,

(ii) the Chicago Board of Trade Solicitor Examination, or

(iii) the Association of Commodity Exchange Firms Examination; or

(b) he is employed in the commodity futures industry on the conditions that he has successfully completed both the National Commodity Futures Examination and the Canadian Commodity Futures Examination by the day 180 days from the day the Act is proclaimed in force.

(9) The Director may exempt, subject to such terms and conditions as he may impose, a person or company from the requirements of this section where in his opinion the person or an individual employed by the person or company and responsible for discharging the obligations of the person or company as registrant has the educational qualifications and experience that are equivalent to those required under this section and it would not be prejudicial to the public interest to do so. O. Reg. 430/79, s. 35.

36.—(1) Subject to subsection (2), no dealer except a non-resident carrying broker shall be granted registration unless each individual responsible for supervising the commodity business of that dealer has successfully completed the Commodity Supervisors' Examination.

(2) The Director may exempt, subject to such terms and conditions as he may impose, a dealer from the requirements of subsection (1) where in his opinion each individual responsible for supervising the commodity futures business of that dealer has the educational qualifications and experience that are equivalent to those required under subsection (1) and it would not be prejudicial to the public interest to do so. O. Reg. 430/79, s. 36.

#### APPLICATION FOR REGISTRATION

37.—(1) An applicant for registration as a futures commission merchant, introducing broker or adviser shall complete and execute Form 5.

(2) An applicant for registration as a,

(a) salesman; or

(b) partner or officer of a registered futures commission merchant, introducing broker or adviser,

shall complete and execute Form 7, unless the information required by Form 7 has previously been filed by the applicant.

(3) Where an applicant for registration as a salesman is being submitted by the applicant in Form 7, the intended employer shall complete and execute a certificate in Form 8 and the certificate shall form a part of the salesman's application.

(4) Notwithstanding subsection (1), where a person or company is registered as a dealer or adviser under the *Securities Act* it may, in lieu of completing and executing Form 5, file a letter with the Director requesting registration as a futures commission merchant or adviser under this Act.

(5) Notwithstanding subsection (3), where a salesman or a partner or officer of a registered dealer or adviser is registered under the *Securities Act* he may, in lieu of completing and executing Form 7, file a letter with the Director requesting registration as a salesman or partner or officer of a registered futures commission merchant or adviser under this Act. O. Reg. 430/79, s. 37.

#### RENEWAL OF REGISTRATION

38.—(1) Every registration and renewal of registration expires on the day preceding its anniversary date in the year following the year in which it was granted.

(2) Every application for renewal of registration shall be filed no later than thirty days prior to the date on which the registration or renewal of registration expires. O. Reg. 430/79, s. 38.

39.—(1) An applicant for renewal of registration as a dealer or adviser shall complete and execute Form 9 or, where it is registered under the *Securities Act*, shall file a letter with the Director requesting renewal of registration under this Act.

(2) An applicant for renewal of registration as a salesman or as a partner or officer of a registered dealer or adviser shall complete and execute Form 10 or, where he is registered under the *Securities Act*, shall file a letter with the Director requesting renewal of registration under this Act. O. Reg. 430/79, s. 39.

#### EXAMINATION OF REGISTRANTS

40. Every notice to submit to an examination under section 28 of the Act shall be in Form 11. O. Reg. 430/79, s. 40.

## AMENDMENTS TO REGISTRATION

41.—(1) Subject to subsection (2), every notice to the Director under subsection 30 (1) or (2) of the Act shall be by way of a letter filed with the Director providing the information required by the applicable part of such subsections.

(2) Upon receipt and review of the letter referred to in subsection (1) the Director may require an application for amendment of registration prepared in accordance with Form 12.

(3) Subject to subsection (4), every notice to the Director under subsection 30 (3) of the Act shall be in the form of a letter filed with the Director providing the information required by the applicable part of such subsection.

(4) Upon receipt and review of the letter referred to in subsection (4) the Director may require an application for amendment of registration prepared in accordance with Form 13.

(5) Where the reason for submission of an application for amendment of registration in Form 13 is the transfer of the salesman from the employ of one registered dealer to another registered dealer, the new employer shall complete and execute a certificate in Form 8 and such certificate shall form a part of the application for amendment of registration. O. Reg. 430/79, s. 41.

## EXEMPTION FROM REGISTRATION REQUIREMENTS

42.—(1) Registration as an adviser is not required to be obtained by,

- (a) a producers' co-operative;
- (b) a *bona fide* trade association;
- (c) a dealer in or processor, broker or seller of cash commodities; or
- (d) a farming or livestock management service organization,

that issues advice, analyses and reports exclusively to its members or customers, where the performance of the service as an adviser is solely incidental to its principal business.

(2) Registration as an adviser is not required to be obtained by a dealer acting as a commodity trading manager where,

- (a) a self-regulatory body recognized by the Commission under section 15 of the Act to whose discipline the dealer is subject has passed by-laws or regulations that,
- (i) govern the activities of its members as commodity trading managers,

- (ii) impose standards and conditions applicable to all members managing trading in contracts for customers through discretionary authority granted by the customers,

- (iii) are substantially equivalent to the requirements and conditions of registration for commodity trading managers set out in this Regulation, and

- (iv) together with any amendments thereto, have been approved by the Commission as the substantial equivalent of the requirements and conditions of registration for commodity trading managers set out in this Regulation;

(b) the self-regulatory body recognized by the Commission under section 15 of the Act to whose discipline the dealer is subject has,

- (i) recognized certain activities of the dealer as being the equivalent of those of a commodity trading manager and has so advised the Commission, and

- (ii) with respect to the dealer, provided the Commission with,

- (A) the names of any partner or officer or employee designated and approved pursuant to the applicable by-laws or regulations, to make trading decisions on behalf of, or to offer advice to, customers, and

- (B) any changes made from time to time in the designation and approval of any partner or officer or employee; and

- (c) the designated and approved individuals referred to in clause (b), who are resident in Ontario, are registered to trade in contracts under section 22 of the Act.

(3) Registration as an adviser is not required to be obtained by a dealer acting as a commodity trading manager where,

- (a) the procedure required to be submitted to and approved by the Director under subsection 27 (1) includes provisions applicable to trading in contracts for customers through discretionary authority granted by the customers that are substantially equivalent to the requirements and conditions to registration for commodity trading managers set out in this Regulation, and that, together with any amendments thereto, have been approved by the Director as the substantial equivalent of the requirements and conditions of registration for commodity trading managers set out in this Regulation;

- (b) the dealer provides the Director with the names of any partner or officer or employee who makes trading decisions on behalf of, or offers advice to, customers and any changes made from time to time in such names; and
- (c) the individuals referred to in clause (b), who are resident in Ontario, are registered to trade in contracts under section 22 of the Act. O. Reg. 430/79, s. 42.

PART IV

TRADING GENERALLY

43. Every statement furnished pursuant to section 40 of the Act to a prospective customer by a registered adviser shall be in,

- (a) Form 14 where the prospective customer contemplates trades in commodity futures contracts; or
- (b) Form 15 where the prospective customer contemplates trades in commodity futures options. O. Reg. 430/79, s. 43.

PART V

ENFORCEMENT

ENDORSEMENT OF WARRANTS

44. The endorsement of a warrant by a provincial judge or justice of Ontario provided for by section 58 of the Act shall be in accordance with Form 16. O. Reg. 430/79, s. 44.

Form 1

Commodity Futures Act

SUMMONS TO A WITNESS BEFORE

RE: .....

To: .....

You are hereby summoned and required to attend before.....  
at a hearing/examination to be held at.....  
in the.....of.....on.....day the.....  
day of.....19.... at the hour of.....o'clock in the.....noon  
(local time, and so from day to day until the hearing/examination is concluded or the Ontario Securities  
Commission otherwise orders, to give evidence on oath.....  
and to bring with you and produce at such time and place.....

Dated this.....day of.....19....

ONTARIO SECURITIES COMMISSION

.....  
(Signature)

NOTE:  
You are entitled to be paid the same personal allowances for your attendance at the hearing/examination as are paid for the attendance of a witness summoned to attend before the Supreme Court.  
If you fail to attend and give evidence at the hearing/examination, or to produce the documents or things specified at the time and place specified, without lawful excuse, you are liable to punishment by the Supreme Court in the same manner as if for contempt of that court for disobedience to a subpoena.

Form 2

Commodity Futures Act

AFFIDAVIT OF SERVICE

Province of Ontario  
.....of.....

}

IN THE MATTER OF the *Commodity Futures Act*,  
  
AND  
  
IN THE MATTER OF.....  
.....

I, .....  
of the.....of.....in the.....  
of....., make oath and say:

1. THAT I did on the.....day of....., 19.... personally  
serve.....at about.....  
with a true copy of the \*.....herein hereunto  
annexed by delivering the same to and leaving the same with.....  
at the.....of.....in the.....  
of.....
2. THAT I did at the same time and place produce and pay the sum of.....Dollars  
conduct money.
3. THAT to effect such service I necessarily travelled.....miles.

SWORN before me at the.....  
of.....in the.....  
of....., this.....  
day of ....., 19.....

}

.....  
(signature of deponent)

A Commissioner, etc.

\*Instruction: Indicate whether a notice or a summons to witness.

O. Reg. 430/79, Form 2.

Form 3

Commodity Futures Act

DEALER'S REPORT AND FINANCIAL INFORMATION

GENERAL INSTRUCTIONS

1. All statements and schedules must be filed. If a schedule is not applicable a "nil" return must be filed.
2. Amounts may be rounded off to the nearest dollar on all statements and schedules.

- 3. All statements must be prepared on a trade date basis.
- 4. Additional schedules should be attached showing details of any significant amounts that have not been clearly described in the following statements and schedules.
- 5. Reference should be made to the definition of words and terms in the Act and the Regulations.

NOTES TO FINANCIAL STATEMENTS

- 6. Notes which may be necessary for fair presentation of financial statements should be attached to Statement A.

ONTARIO SECURITIES COMMISSION

.....  
(Name of Registrant)

REPORT AND FINANCIAL INFORMATION

AT

.....

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.....  
(Name of Registrant)

AUDITORS' REPORT

To: The Ontario Securities Commission

We have examined the following Financial Statements of.....  
(Firm Name)

as at.....  
(Date)

- Statement A — Statement of Assets and Liabilities and Capital
- Statement B — Statement of Net Free Capital
- Statement C — Statement of Adjusted Liabilities
- Statement D — Statement of Minimum Free Capital
- Statement E — Statement of Segregation Requirements and Funds on Deposit in Segregation

Our examination was made in accordance with generally accepted auditing standards and accordingly included such tests and other procedures as we considered necessary in the circumstances, including the audit procedures prescribed by the Ontario Securities Commission.

In our opinion,

- (i) the Statement of Assets and Liabilities and Capital presents fairly the financial position of the firm as at.....  
(Date)

in the form required under the Regulations to the *Commodity Futures Act*, in accordance with the basis of accounting disclosed in Note 1 to the Statement applied on a basis consistent with that of the preceding year; and

- (ii) the Statements of Net Free Capital, Adjusted Liabilities, Minimum Free Capital, and Segregation Requirements and Funds on Deposit in Segregation as at.....  
(Date)

are presented in accordance with applicable instructions in the Regulations under the *Commodity Futures Act*.

.....  
(Signature) (Date)

NOTE: A measure of uniformity in the form of the auditors' report is desirable in order to facilitate identification of circumstances where the underlying conditions are different. Therefore, when auditors are able to express an unqualified opinion their report should take the above form.

Any limitations in the scope of the audit must be discussed in advance with the Ontario Securities Commission.

STATEMENT A

(Page 1 of 2)

.....  
(Name of Registrant)

STATEMENT OF ASSETS AND LIABILITIES AND CAPITAL

ASSETS

.....  
(As at .....)

1. Cash on hand and in bank — general funds	\$.....
2. Dealer's residual financial interest in, or dealer's funds in excess of margin deficiencies advanced to, customers' accounts (Statement E)	.....
3. Clearing house margin deposits — nonsegregated	.....
4. Receivable from other dealers — nonsegregated	.....
5. Receivable from customers — segregated accounts	.....
6. Other receivables	.....
7. Secured loans receivable	.....
8. Inventories	
(a) Cash commodities, other than securities, hedged	.....
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(c) Securities owned — at market	.....
9. Accrued interest on securities owned	.....
10. Recoverable and overpaid income taxes	.....
11. Cash surrender value of life insurance where the registrant is the beneficiary	.....
12. Commissions receivable — received within 25 days	.....
13. Other active assets — received within 25 days	.....
14. Partners/shareholders' accounts other than trading	.....
15. ....	.....
16. ....	.....
20. TOTAL ACTIVE ASSETS	\$.....
21. Fixed assets	.....

22. Exchange seats	.....
23. Other non-active assets (give details)	.....
24. ....	.....
30. TOTAL NON-ACTIVE ASSETS	\$.....
 TOTAL ASSETS	 \$ .....

STATEMENT A  
.....  
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.....  
(Name of Registrant)

LIABILITIES AND CAPITAL

(As at .....) )

51. Loan and bank overdrafts	\$.....
52. Amount by which funds required to be segregated exceed funds in segregation (Statement E)	.....
53. Partners/shareholders' accounts other than trading	.....
54. Dividends and interest payable	.....
55. Provision for income taxes	.....
56. Deferred income taxes (active assets)	.....
57. Accounts payable and accrued expenses	.....
58. Payable to customers — nonsegregated	.....
59. Payable to other dealers — nonsegregated	.....
60. Securities sold short at market	.....
61. Other liabilities (give details)	.....
62. ....	.....
63. ....	.....
70. TOTAL LIABILITIES	\$.....
71. Deferred income taxes (non-active assets)	.....
72. Subordinated loans (shareholder/partners)	.....
73. Subordinated loans — (Other)	.....
74. Capital	.....
75. Retained earnings or undivided profits	.....

76. Reserves	.....	
77. ....	.....	.....
80. TOTAL LIABILITIES AND CAPITAL		\$.....

NOTES AND INSTRUCTIONS

- Line 10 Include only overpayment of prior year's income taxes or current year's instalments. Taxes recoverable due to current year losses may be included to the extent that they can be carried back and applied against taxes previously paid.
- Lines 12 Amounts not received within 25 days after the date of this report must be shown on Line 23.  
and 13
- Line 23 Include such items as:

Prepaid expenses  
Deferred charges  
Deferred income tax debits  
Investments in and advances to subsidiaries and affiliates  
Other non-active assets.

STATEMENT B

.....  
(Name of Registrant)

STATEMENT OF NET FREE CAPITAL

(As at.....)

REFERENCE

1. A - 20 Total active assets	\$.....
Deduct—	
2. A - 70 Total liabilities	.....
3. Add:	
Loan value of any securities advanced under subordinated loans in the form prescribed by the Commission that are not included in the accounts (attach a schedule giving details)	.....
Non-current liabilities fully secured by mortgages on real estate owned by the registrant	.....
4. LIQUID CAPITAL	\$.....
Deduct amount required to provide full margin for:—	
5. Cash commodities other than securities, owned by the registrant	\$.....
6. Securities owned by the registrant and securities sold short by the registrant	.....

7.	Firm trading accounts	.....
	Deduct amounts sufficient to provide for any margin deficiencies on:—	
8.	Secured loans receivable	.....
9.	Customers' accounts	.....
10.	Partners' or shareholders' accounts, other than trading	.....
11.	Secured loans payable by the registrant if the collateral is held by other than the registrant or a financial institution	.....
12.	Other liquid capital items	.....
		.....
		.....
13.	NET FREE CAPITAL	\$.....

NOTES AND INSTRUCTIONS

- Line 3 Do not include amounts which fall due within one year in non-current liabilities.
- Line 5 The margin required on unhedged cash commodities is 20% of the market value of the commodity. The margin on hedged positions is 5% of the market value of the commodity.
- Line 12 This item should include all margin requirements not mentioned above e.g., out of balance security positions, margin on contingent liabilities.

STATEMENT C

.....  
(Name of Registrant)

STATEMENT OF ADJUSTED LIABILITIES

(As at.....)

REFERENCE

1.	A - 70 Total liabilities	\$.....
		.....
		\$.....
2.	Deduct—	
3.	A - 1 Cash	.....
4.	Debit balances with financial institutions as defined in the Regulations under the <i>Securities Act</i> not included in 3	.....
5.	A - 11 Cash surrender value of life insurance where the registrant is the beneficiary	.....

6.	Market value of securities owned by the registrant having a margin rate of 5% or less	.....	
7.	Accrued interest relating to securities in line 6 above	.....	
8.	The market value of securities which have a margin rate of 5% or less, included in non-segregated accounts of customers, partners, shareholders, or dealers or held as collateral for secured loans receivable, not exceeding the debit balance of the account or the secured loan receivable	.....	\$.....
9.	ADJUSTED LIABILITIES		<u>\$.....</u>

NOTES AND INSTRUCTIONS

- Line 6 Exclude securities which have been deposited with other dealers as margin or securities deposited in segregated accounts to cover margin deficiencies or to prevent the accounts from becoming undermargined.
- Line 8 If this deduction is made, care should be taken not to duplicate the deductions made under line 4. A separate Schedule, "C", should be attached showing separately for each account, the market value of the securities and the debit balances.

STATEMENT D

.....  
(Name of Registrant)

STATEMENT OF MINIMUM FREE CAPITAL

.....  
(As at .....) )

REFERENCE

1. C - 9 Adjusted liabilities \$.....
2. Capital requirements on adjusted liabilities
- 10% on first \$2,500,000 or part thereof .....
- 8% on next \$2,500,000 or part thereof .....
- 7% on next \$2,500,000 or part thereof .....
- 6% on next \$2,500,000 or part thereof .....
- 5% on balance over \$10,000,000 .....
3. The greater of,
- a. up to the first \$20,000,000 in market value of commodity futures contracts the sum of,
- A. 2 per cent of the market value for contracts, other than for securities, representing a long position or the total number of commodity futures contracts, other than for securities, representing a short position in each commodity, whichever is the greater, carried for all customers' and firm accounts excluding exempted contracts, and

B. the amount arrived at by the application of the securities futures capital charge (Section 14 (6) (b) ),

to a maximum of \$100,000, or

b. the sum of,

A. ½ of 1 per cent of the market value of the total number of commodity futures contracts, other than for securities, representing a long position or the total number of commodity futures contracts, other than for securities, representing a short position in each commodity, whichever is the greater, carried for all customers' and firm accounts excluding exempted contracts, and

B. the amount arrived at by the application of the securities futures capital charge (Section 14 (6) (b) ).

		.....
4.	Customer concentration factor (Subclause 14 (1) (b) (iii) )	.....
5.	Commodity concentration factor (Subclause 14 (1) (b) (iv) )	.....
6.	Total on adjusted liabilities and contracts (minimum \$75,000)	\$.....
7.	Capital requirement on insurance-deductible amounts:  Amounts deductible (greatest under any clause)	.....
8.	Minimum free capital required	\$.....
9.	B - 13 Net Free Capital	.....
10.	Excess (deficiency) Net Free Capital	\$.....

NOTES AND INSTRUCTIONS

Line 10 All deficiencies must be reported immediately to the Ontario Securities Commission. An explanation must be given on this Schedule for any capital deficiency and the action taken to correct it.

STATEMENT E

.....  
(Name of Registrant)

STATEMENT OF SEGREGATION REQUIREMENTS  
AND FUNDS ON DEPOSIT IN SEGREGATION

(As at.....)

REQUIREMENT

1. Net ledger balances of customers	
(a) Cash.....	\$.....
(b) Securities — at market.....	.....
2. Net unrealized profit-loss in open contracts held for customers.....	.....
3. Net equity of customers (1+2).....	.....
4. Add — accounts liquidating to a deficit and accounts with debit balances with no open contracts (Schedule 1).....	.....
5. Amount required to be segregated (3+4).....	\$.....

FUNDS ON DEPOSIT IN SEGREGATION

6. Deposited in segregated accounts with financial institutions:	
(a) Cash.....	\$.....
(b) Securities representing investment of customers' funds — at market.....	.....
(c) Securities deposited by customers in lieu of cash margin — at market....	.....
7. Margin on deposit with clearing houses	
(a) Cash.....	.....
(b) Securities deposited by customers in lieu of cash margin — at market....	.....
8. Due to/from clearing houses.....	.....
9. Equities with other dealers who carry customers' trades on an omnibus basis....	.....
10. Segregated funds on hand:	
(a) Cash.....	.....
(b) Securities representing investment of customers' funds — at market.....	.....
(c) Securities deposited by customers in lieu of cash margin — at market....	.....
11. TOTAL AMOUNT IN SEGREGATION	\$.....
12. EXCESS/DEFICIENCY OF FUNDS IN SEGREGATION (Line 11 minus Line 5)	\$.....

A2/A52

NOTES AND INSTRUCTIONS

Line 12 The registrant shall immediately report to the Commission any deficiency of funds in segregation

.....  
(Name of Registrant)

AUDITORS' REPORT

To the Ontario Securities Commission

Pursuant to our examination of Statements A to E, we have examined the Schedules 11 and 12 to the Report and Financial Information of.....  
(Firm Name)  
for the.....months ended.....  
(Date)

In our opinion Schedule 11, the Summary Statement of Income, presents fairly the results of its operations for the year then ended in the form required by the Regulations under the *Commodity Futures Act*, in accordance with generally accepted accounting principles applied on a basis consistent with that of the preceding year; and Schedule 12, the Statement of Changes in Excess Net Free Capital for the year then ended, is presented in accordance with the applicable requirements of the Regulations under the *Commodity Futures Act*.

The additional information set out in Schedules 1 to 10 and Schedule 13 have been subjected to the tests and other auditing procedures applied in the examination of the Financial Statements A to E and Schedules 11 and 12, and in our opinion, are fairly stated in all respects material in relation to these financial statements taken as a whole.

.....  
(Signature) (Date)  
.....

NOTE: A measure of uniformity in the form of the auditor's report is desirable in order to facilitate identification of circumstances where the underlying conditions are different. Therefore, when auditors are able to express an unqualified opinion their report should take the above form.

Any limitations in the scope of the audit must be discussed in advance with the Ontario Securities Commission.

CERTIFICATE OF PARTNERS OR DIRECTORS

.....  
(Firm Name)

I/We have examined the attached Statements A to E and Schedules 1 to 13 and certify that, to the best of my/our knowledge, they present fairly the financial position of the firm at.....  
.....and the results of operations for the period then ended, and are in agreement with the books of the firm.

I/We certify that the following information is true and correct to the best of my/our knowledge for the period from the last audit to the date of the attached Statements which have been prepared in accordance with the requirements of the Regulations under the *Commodity Futures Act*.

ANSWERS

- (1) Do the attached statements fully disclose all assets and liabilities including the following? (If not, give full particulars):
- (a) Outstanding options.
  - (b) Writs issued against the firm or partners or corporation or any other litigation pending?

- (c) Income tax arrears of partners or corporation?
- (d) Other contingent liabilities, guarantees, returned drafts, accommodation endorsements or commitments affecting the financial position of the firm?

2. Are all Exchange seats which are operated by the firm owned outright and clear of encumbrance by the firm? If not give details.

.....  
(Date)

To be signed by:—

- (i) chief executive officer/partner
- (ii) chief financial officer
- (iii) the chief accountant
- (iv) at least two directors/partners if not included in (i) to (iv) above.

Any partner/director and any officer or employee with senior management responsibility for areas where unrecorded liabilities may occur must sign a copy of this report to indicate that he has examined it and is satisfied that, to the best of his knowledge, it is correct.

SCHEDULE 1

.....  
(Name of Registrant)

ANALYSIS OF CUSTOMERS' ACCOUNTS

	Debit	Amount Required to Provide Full Margin
1. Accounts with margin deficiency (clause 7 (1) (m) )	.....	.....
2. Accounts that contain debit balances with no open trades	.....	.....
TOTAL	.....	.....
3. Less allowance for bad debts or accounts provided for but included above	.....	.....
	A-5	B-9

NOTES AND INSTRUCTIONS

- 1. Customers with more than one account may use an account with excess funds to secure an account which liquidates to a deficit or to secure an account with a margin deficiency if each



3. Other securities	.....	.....	.....
Less — securities on deposit with other dealers (Segregated accounts)	.....	.....	.....
	<u>          </u>	<u>          </u>	<u>          </u>
	<u>          </u>	<u>          </u>	<u>          </u>
	A-8 (c)	A-60	B-6

B. CASH COMMODITIES OTHER THAN SECURITIES OWNED AT MARKET VALUE

11. Cash commodities, other than securities:

(a) Hedged	\$.....	\$.....
(b) Unhedged	.....	.....
12. ....	.....	.....
13. ....	.....	.....
20. TOTAL	\$ <u>          </u>	\$ <u>          </u>
	A-8 (a) or 8 (b)	B-5

NOTES AND INSTRUCTIONS

All securities are to be valued at market but no adjustment need be made for securities with no collateral value, carried on the books at less than market.

Attach a schedule setting out the name and description of each security, market price, market value, margin rate and margin. In the case of debt instruments where yield rate is used to determine market price the yield rate must be disclosed. Information may be given in summary form as to securities issued or guaranteed by the Government of Canada or any province of Canada. The summary should include the total market values and total margin requirements for all Government of Canada issues for which the same margin rate is prescribed, and like totals — also by margin rate categories — for provincial issues. It is not necessary to distinguish between provinces. Insignificant holdings of securities that require 100 per cent margin may be shown in total.

SCHEDULE 4

.....  
(Name of Registrant)

ANALYSIS OF PARTNERS'/SHAREHOLDERS' ACCOUNTS, OTHER THAN TRADING

	Balances	Amount Required to Fully Margin
1. Unsecured debits	.....	.....
2. Free credits	.....	Nil
3. ....	.....	.....
	<u>          </u>	<u>          </u>
TOTAL	\$ <u>          </u>	\$ <u>          </u>
	A-14	A-53
		B-10

NOTES AND INSTRUCTIONS

Attach a schedule showing for each partner/shareholder account the debit or credit money balance.

SCHEDULE 5

(Page 1 of 2)

.....  
(Name of Registrant)

ANALYSIS OF INCOME TAXES

(To be completed at financial year end only)

A. INCOME TAX PAYABLE (Recoverable)

1. Balance payable (recoverable) at last year end	\$.....
2. Payments made or (received) relating to above balance	\$.....
3. Adjustments, including reassessments relating to prior period (give details if significant)	.....
4. Balance, if any, relating to prior years	.....
5. Provision for income taxes currently payable, including taxes on extra-ordinary items OR	.....
Recovery of income taxes due to losses in the current period	.....
6. SUB-TOTAL	.....
7. Payments on account of the current period	.....
8. SUB-TOTAL	.....
9. Other adjustments (give details)	.....
10. Current balance payable (recoverable)	\$.....

A-10 — if recoverable  
A-55 — if payable

B. DEFERRED INCOME TAXES

	Debit	CREDIT	
		Re Active Assets and Liabilities	Re Non-Active Assets
1. Balance at last year end	\$.....	\$.....	\$.....
2. Changes during the period (give details if significant)	.....	.....	.....

3. Present balance	\$	\$	\$
	<u>A-23</u>	<u>A-56</u>	<u>A-71</u>

SCHEDULE 5

(Page 2 of 2)

.....  
(Name of Registrant)

C. RECONCILIATION

1. Income Taxes provided (recovered) Line A5)	\$.....
2. Adjustments relating to prior periods (Line A3)	.....
3. Other adjustments (Line A9)	.....
4. Net change in deferred income taxes (Line B2)	.....
5. Total income taxes	<u>\$.....</u>
6. Total income taxes per Schedule 11 (Line 6)	\$.....
7. Income taxes included in Schedule 11 (Line 8)	.....
8. Income taxes charged or credited directly to retained earnings (Schedule 8, items 11 or 12)	<u>.....</u>
9. Total income taxes (agrees with Line C5)	<u>\$.....</u>

NOTES AND INSTRUCTIONS

- 1. On this Schedule balances recoverable i.e., debits, should be shown in brackets.
- 2. Line A-10 — If the balance includes amounts relating to other than the current year then analysis should be provided by year.

SCHEDULE 6

.....  
(Name of Registrant)

OPEN CONTRACTS, FIRM TRADING ACCOUNT

Market	Commodity	No. of Contracts		Full Margin Required (Clause 7 (1) (l) )
		Long	Short	

.....  
B-7

SCHEDULE 7

.....  
(Name of Registrant)

LOANS AND BANK OVERDRAFTS

		Margin Required
1. Bank Overdrafts	\$.....	Nil
2. Loans — Secured (Give details)	.....	.....
3. Loans — Unsecured (Give details)	.....	Nil
4. ....	.....	.....
TOTAL	=====	=====
	A-51	B-11

NOTE:

Line 2. Detail given must include the name of lender, amount of the loan, and the description, quantity, market price and total market value of each security held by the lender as collateral. In addition, the margin rate and total margin requirement must be provided. The loans must be margined in full at all times. Any margin deficiency must be carried to statement B, line 11. The margin requirement for such loans is the market value of the collateral less the amount of the loan, less any margin already provided on the collateral (e.g. in inventory).

SCHEDULE 8

.....  
(Name of Registrant)

CHANGES IN CAPITAL AND RETAINED EARNINGS

A. CAPITAL

1. Balance at last year end	\$.....
2. Increases during period — give details	
(a) .....	.....
(b) .....	.....
(c) .....	.....
3. ....	.....
4. ....	.....
5. Decreases during period — give details	
(a) .....	.....
(b) .....	.....
(c) .....	.....
6. ....	.....
7. ....	\$ .....

8. Analysis of present capital

(a).....

(b).....

(c).....

9. To agree with line 7 above\$.....

B. RETAINED EARNINGS (CORPORATIONS) OR  
UNDIVIDED PROFITS (PARTNERSHIPS)

10. Balance at last year end.....

11. Increases during period — give details

(a) net income for the period (Schedule 11, line 11).....

(b).....

(c).....

.....

12. Decreases during period — give details

(a) net loss for the period (Schedule 11, line 11).....

(b) dividends paid or partners drawings.....

(c).....

(d).....

.....

13. Present retained earnings or undivided profits\$.....

A-75

NOTES AND INSTRUCTIONS

Line 8 —Indicate the class of shares and give further details on their attributes. Indicate the nature of partnership interest, i.e., whether general or limited.

Lines 10 and 12 —Direct charges or credits to retained earnings are to be restricted to capital transactions (e.g. dividends, premium on share redemptions, and prior period adjustments). All income items of an extraordinary or unusual nature (e.g. profits or losses on sale or fixed assets or commodity futures exchange seats), are to be included in Schedule 11 in arriving at net income or loss for the period. The latter amount is to be transferred in total to retained earnings (line 11 (a) or 12 (a) ).

The adjustment of inventory to market value must also be included in Schedule 11.

CHANGES IN RESERVES AND SUBORDINATED LOANS

A. RESERVES

1. Balance at beginning of period	\$.....
2. Changes during the period (describe on an attached note)	.....
3. Balance at current date	\$.....
	A-76

B. SUBORDINATED LOANS	Shareholders/ Partners and Employees	Others
4. Balance at last year-end	\$.....	\$.....
5. Increases during period — give name of lenders		
(a) .....	.....	.....
(b) .....	.....	.....
(c) .....	.....	.....
(d) .....	.....	.....
(e) .....	.....	.....
6. ....	.....	.....
7. ....	.....	.....
8. Decreases during period — give name of lender		
(a) .....	.....	.....
(b) .....	.....	.....
(c) .....	.....	.....
(d) .....	.....	.....
(e) .....	.....	.....
(f) .....	.....	.....
9. ....	.....	.....
10. Present subordinated loans	\$.....	\$.....
	A-72	A-73

NOTES:

Reserves

The nature of reserves should be described and should only include appropriations of retained earnings. Allowances for bad debts must not be shown here.

Subordinated Loans

At the annual audit date only, attach a schedule showing the amount of each loan outstanding and the name of the lender. Subordinated debentures issued under a trust debenture should be disclosed in total only.

SCHEDULE 10

.....  
(Name of Registrant)

CONTINGENT LIABILITIES AND COMMITMENTS

DESCRIPTION	AMOUNT
-------------	--------

NOTES AND INSTRUCTIONS

1. Include only items not recorded on Statement A.
2. Insignificant contingent liabilities or commitments need not be described unless in aggregate they are significant in amount. In this case the aggregate amount should be shown as "miscellaneous".
3. In the event that a dollar amount cannot be determined, describe the item in detail giving reasons for the inability to assign a dollar value.
4. Examples of contingent liabilities or commitments include:

Unfunded pension liabilities

Leases

Guarantees or endorsement

Discounted notes

Legal actions pending

Pending income tax claims assessments

Returned drafts
5. Contingent liabilities and commitments must be included up to the date of filing this report.

SCHEDULE 11

.....  
(Name of Registrant)

SUMMARY STATEMENT OF INCOME FOR THE MONTHS ENDED

(With comparative figures for the \_\_\_\_\_ ended \_\_\_\_\_)

	Current Period	Comparable Previous Period (if available)
1. REVENUE—		
(i) Commission	\$ .....	\$ .....
(ii) Interest	.....	.....
(iii) Firm Trading Accounts:		
(a) Realized gain (loss)	.....	.....
(b) Unrealized gain (loss)	.....	.....
(iv) Other income (give details)	.....	.....
2. Total Revenue	\$ <u>          </u>	\$ <u>          </u>
3. EXPENSES—		
(i) Commission	.....	.....
(ii) Employee Compensation	.....	.....
(iii) Occupancy and equipment rental	.....	.....
(iv) Interest	.....	.....
(v) Communications	.....	.....
(vi) Bad debt expense	.....	.....
(vii) Other (operating)	.....	.....
4. Total Expenses	\$ <u>          </u>	\$ <u>          </u>
5. Income (Loss) before income taxes (Line 2, minus Line 4)	.....	.....
6. Income taxes (see note)	.....	.....
7. Income (Loss) before extraordinary items	.....	.....
8. Extraordinary items (net of income tax) (see note)	.....	.....
11. Net income (loss) for period	\$ <u>          </u>	\$ <u>          </u>
	S8 — Line 11 or 12	

## NOTES AND INSTRUCTIONS

The period covered in this Schedule should be from the previous year-end. The comparative figures should be for the comparable period in the previous year where these are available.

A comparative statement of income prepared in accordance with generally accepted accounting principles and containing at least the information shown in the Schedule may be substituted. This statement should be affixed to the Schedule.

It is recognized that the components of the revenue and expense classification on this Schedule may vary between firms. However, it is important that each firm be consistent between periods except where it is approved by the Ontario Securities Commission. Fair presentation may require the separate disclosure of additional and/or unusual items by way of a note to this Schedule.

Line 6 All income taxes including notional income tax at 33-1/3 per cent on partnerships profits. Where the total income taxes on line 6 are materially different from the reported profit on line 5 multiplied by the current year's tax rate, an explanation of the difference should be provided.

Line 8 Extraordinary items should include only gains, losses and provisions for losses which, by their nature, are not typical of the normal business activities of the firm, and are not expected to occur regularly over a period of years. Examples are profits or losses on the sale of fixed assets, commodity futures seats or other non-active assets, profits or losses resulting from closing operations, etc. A list of items should be provided.

SCHEDULE 12

.....  
(Name of Registrant)

STATEMENT OF CHANGES IN EXCESS NET FREE CAPITAL  
FOR THE ENDED

SUMMARY OF CHANGES

1. Excess (deficiency) of net free capital at beginning of period	.....	
ADD		
2. Increase in liquid capital	.....	
3. Decrease in margin required	.....	
4. Decrease in minimum free capital required	.....	.....
DEDUCT		
5. Decrease in liquid capital	.....	.....
6. Increase in margin required	.....	.....
7. Increase in minimum free capital required	.....	.....
8. Excess (deficiency) of net free capital at end of period	\$	D-10

SCHEDULE 13

.....  
(Name of Registrant)

OPEN CONTRACTS (1)

- (A) CUSTOMERS'  
(B) FIRM, PARTNERS', SHAREHOLDERS', DIRECTORS' AND EMPLOYEES'

.....  
(Date)

Market	Commo- dity	Number of Contracts		Less (2) Exempted Contracts		Adjusted Number of Contracts		Settle- ment Price	Market Value of Total Long and Total Short for Each Commodity	
		Long	Short	Long	Short	Long	Short		Long	Short
TOTAL MARKET VALUE									\$	\$

INSTRUCTIONS

1. A separate schedule must be prepared for each of category A and B. Cross out A or B whichever not applicable.
2. For definition of exempted contracts see subsection 14 (6).

O. Reg. 430/79, Form 3.

Form 4

Commodity Futures Act

LOAN AGREEMENT

To: .....  
(Name of Firm)

The undersigned agrees that any securities or property that he pledges with you shall be subject to a lien for the discharge of his obligation to you to the extent only of the actual amount advanced by you and may be pledged, repledged, hypothecated or rehypothecated provided no more of such securities or property than is fair and reasonable in view of his indebtedness to you is so pledged, repledged, hypothecated or rehypothecated.

DATED: .....

.....  
(Signature of Customer)

WITNESSED: .....

Form 5

Commodity Futures Act

NOTE: Should any space be insufficient for your answers, a statement may be attached and marked as an exhibit cross-referencing each statement to the item to which it pertains provided it is initialed by the applicant and the Commissioner taking the affidavit.

APPLICATION FOR REGISTRATION AS FUTURES COMMISSION MERCHANT,  
INTRODUCING BROKER OR ADVISER

Application is made for registration under the *Commodity Futures Act*, as .....

in the category of .....(See categories  
set out at section 8 of the regulations under the *Commodity Futures Act*.)

The following statements of fact are made in respect thereof:

- 1. (a) Name of Applicant.....  
(b) Head Office Business Address (including postal code).....  
.....  
Telephone No: .....  
(c) Address for service in Ontario.....  
.....  
(d) Name of non-resident carrying broker or registered futures commission merchant that  
trades in contracts for customers (to be answered by introducing brokers).....  
.....

- 2. The applicant maintains accounts at the following bank(s):  
(state bank and branches through which business is transacted)  
.....  
.....

- 3. Is applicant applying for registration of any branch offices? .....  
If so, state addresses (including postal code).....  
.....  
.....

Instructions: Answer "Yes" or "No" to the following questions. If "Yes" give particulars.

- 4. Has the applicant, or to the best of the applicant's information and belief has any affiliate of  
the applicant,  
(a) been registered in any capacity under the *Commodity Futures Act* of Ontario? .....  
.....

(b) applied for registration in any capacity, under the *Commodity Futures Act* of Ontario?

.....  
.....

5. Is the applicant, or to the best of the applicant's information and belief is any affiliate of the applicant, now, or has any such person or company been,

(a) registered or licensed in any capacity in any other province, state or country which required registration or licensing to trade in commodity futures contracts or commodity futures options?

.....  
.....

(b) registered or licensed in any other capacity in Ontario or any other province, state or country under any legislation which requires registration or licensing to deal with the public in any capacity? (e.g. as a securities dealer, insurance agent, real estate agent, used car dealer, mortgage broker, etc.)

.....  
.....

(c) refused registration or a licence mentioned in 5 (a) or (b) above or has any registration or licence been suspended or cancelled in any category mentioned in 5 (a) or (b) above?

.....  
.....

6. Is the applicant, or to the best of the applicant's information and belief is any affiliate of the applicant, now, or has any such person or company been,

(a) a member of any commodity futures exchange, clearing house of a commodity futures exchange, association of commodity futures dealers or similar organization in any province, state or country?

.....  
.....

(b) refused membership in any commodity futures exchange, clearing house of a commodity futures exchange, association of commodity futures dealers or similar organization, in any province, state or country?

.....  
.....

(c) suspended as a member of any commodity futures exchange, clearing house of a commodity futures exchange, association of commodity futures dealers or similar organization, in any province, state or country?

.....  
.....

7. Has the applicant, or to the best of the applicant's information and belief has any affiliate of the applicant, operated under, or carried on business under, any name other than the name shown in this application?

.....  
.....

8. Has the applicant, or to the best of the applicant's information and belief has any affiliate of the applicant, ever been,

(a) convicted or presently have outstanding a charge or indictment under the law of any province, state or country, except minor traffic violations?

Instruction: Question 8 (a) refers to all laws, e.g. Criminal, Immigration, Customs, Liquor, etc., of any province, state or country in any part of the world.

(b) the defendant or respondent in any proceedings in any civil court in any jurisdiction in any part of the world wherein fraud was alleged?

(c) at any time declared bankrupt or made a voluntary assignment in bankruptcy? (If "Yes", give particulars and also attach a certified copy of discharge)

(d) refused a fidelity bond?

9. Attach and mark as an exhibit properly identified a statement setting out the name in full of, and position held by, the applicant or each partner, officer or director of the applicant, and provide for each such person a completed Form 7, Application for Registration/Information Statement, attached and marked as exhibits to this application, unless such information has previously been filed with the Commission.

10. A—CAPITALIZATION OF A COMPANY:

Complete below or attach marked as an exhibit to the application a statement containing the information called for below, to provide information with respect to the financial structure and control of the applicant company:

(a) The authorized and issued capital of the company, stating:

	Preferred Shares (State number of shares and dollar value)	Common Shares (State number of shares and dollar value)
	Shares \$	Shares \$
(1) authorized capital		
(2) issued		
(3) total dollar value of other securities:		
(i) Bonds		
(ii) Debentures		
(iii) Notes		
(iv) Any other loans, state source and maturity dates		
	\$	\$
	TOTAL	\$

- (b) The names, addresses and usual place of residence of registered, and direct, and indirect, beneficial owners of each class of security or obligation issued, and, if a trust is the beneficial owner, the names, addresses and usual place of residence of each person or company having a beneficial interest in the trust, and the nature and extent of the holdings and percentage of interest attributable to each security holder, lender or *c'estui que trust* (beneficiary).
- (c) State name and address of every depository holding any of the assets of the company:  
Instruction: Answer "Yes" or "No" to the following questions. If "Yes" give particulars.
- (d) Has any person or company undertaken to act as a guarantor in relation to the financial or other undertakings of applicant?  
.....
- (e) Has a subrogation been executed by the creditor(s) in relation to loans owing by the applicant?  
.....
- (f) Is there any person or company whose name is not disclosed in the statement called for by (b) above who has any direct or indirect interest in the applicant, either beneficially or otherwise?

B—CAPITALIZATION OF A PARTNERSHIP OR PROPRIETORSHIP:

Attach, marked as an exhibit to the application, a statement containing the information called for below with respect to the assets of the partnership or proprietorship, and demonstrate therein the degree of control (voting power) of each of the participants in the applicant.

- (i) Amount of paid-in capital \$.....
- (ii) Description of the assets:
- (iii) State name and address of every depository holding any of the assets:
- (iv) Source, amount and maturity date of any obligations owing by the partnership, if any:  
(Where applicable, give names and addresses of creditors)

Instruction: Answer "Yes" or "No" to the following questions. If "Yes" give particulars.

- (v) Has any person or company undertaken to act as a guarantor in relation to the financial or other undertakings of applicant? .....
- (vi) Has a subrogation been executed by the creditor(s) in relation to loans owing by the applicant? .....
- (vii) Is there any person or company whose name is not disclosed above who has any interest in the applicant, either beneficially or otherwise? .....

Dated at .....  
(name of applicant)

this.....day of....., 19.... By .....  
(signature of applicant, partner or officer)

.....  
(official capacity)

AFFIDAVIT

IN THE MATTER OF the *Commodity Futures Act*

Province of Ontario

.....of.....

To WIT:

I, .....  
(name in full)

of the.....

in the County of.....

MAKE OATH AND SAY:

1. I am the applicant (or a partner or officer of the applicant) herein for registration and I signed the application.
2. The statements of fact made in the application are true.

SWORN before me at the.....

in the.....of.....

this.....day of.....

19....

.....  
(A Commissioner, etc.)

.....  
(signature of deponent)

O. Reg. 430/79, Form 5.

Form 6

*Commodity Futures Act*

APPLICATION FOR REGISTRATION AS A NON-RESIDENT CARRYING BROKER

Application is made for registration under the *Commodity Futures Act* as a non-resident carrying broker.

The following statements of fact are made in respect thereof:

1. (a) Name of Applicant.....  
(b) Head Office Business Address (including postal code)  
.....  
.....  
Telephone No: .....  
(c) Agent for service in Ontario.....  
.....  
Address (including postal code).....  
.....  
Telephone No: .....  
(d) Name of introducing broker.....  
.....

2. Has the applicant, or to the best of the applicant's information and belief has any affiliate of the applicant,
- (a) been registered in any capacity under the *Commodity Futures Act* of Ontario?  
.....  
.....
3. Is the applicant, or to the best of the applicant's information and belief is any affiliate of the applicant, now, or has any such person or company been,
- (a) registered or licensed in any capacity in any other province, state or country which required registration or licensing to trade in commodity futures contracts or commodity futures options?  
.....  
.....
  - (b) registered or licensed in any other capacity in Ontario or any other province, state or country under any legislation which requires registration or licensing to deal with the public in any capacity? (e.g. as a securities dealer, insurance agent, real estate agent, used car dealer, mortgage broker, etc.)  
.....  
.....
  - (c) refused registration or a licence mentioned in 3 (a) or (b) above or has any registration or licence been suspended or cancelled in any category mentioned in 3 (a) or (b) above?  
.....  
.....
4. Is the applicant, or to the best of the applicant's information and belief is any affiliate of the applicant, now, or has any such person or company been,
- (a) a member of any commodity futures exchange, clearing house of a commodity futures exchange, association of commodity futures dealers or similar organization in any province, state or country?  
.....  
.....
  - (b) refused membership in any commodity futures exchange, clearing house of a commodity futures exchange, association of commodity futures dealers or similar organization, in any province, state or country?  
.....  
.....
5. Has the applicant, or to the best of the applicant's information and belief has any affiliate of the applicant, operated under, or carried on business under, any name other than the name shown in this application?  
.....  
.....
6. Has the applicant, or to the best of the applicant's information and belief has any affiliate of the applicant, ever been,

(a) convicted or presently have outstanding a charge or indictment under the law of any province, state or country, except minor traffic violations?

.....

.....

Instruction: Question 6 (a) refers to all laws, e.g. Criminal, Immigration, Customs, Liquor, etc., of any province, state or country in any part of the world.

(b) the defendant or respondent in any proceedings in any civil court in any jurisdiction in any part of the world wherein fraud was alleged?

.....

.....

(c) at any time declared bankrupt, or made a voluntary assignment in bankruptcy? (If "Yes", give particulars and also attach a certified copy of discharge)

.....

.....

(d) refused a fidelity bond? .....

AFFIDAVIT

IN THE MATTER OF the *Commodity Futures Act*

Province of Ontario	}	I, .....
.....of.....		(name in full)
To WIT:		of the.....
		in the County of.....

MAKE OATH AND SAY:

- 1. I am the applicant (or a partner or officer of the applicant) herein for registration and I signed the application.
- 2. The statements of fact made in the application are true.

SWORN before me at the.....	}	
in the.....of.....		
this.....day of.....		
19....		
.....		.....
(A Commissioner, etc.)		(signature of deponent)

O. Reg. 430/79, Form 6.

Form 7

*Commodity Futures Act*

NOTE: Proprietor as, and partners, officers and directors of, the applicant in Form 5 other than those for whom registration to trade on behalf of a registered dealer or to act as an adviser on behalf of a registered adviser is sought shall complete only items 2, 3, 5, 6, 8, 9, 10, 11, 12, 14.

NOTE: Should any space be insufficient for your answers, a statement may be attached and marked as an exhibit cross-referencing each statement to the item to which it pertains provided it is initialed by the applicant/informant and the Commissioner taking the affidavit.

APPLICATION FOR REGISTRATION AS SALESMAN OR AS A  
PARTNER OR OFFICER OF A REGISTERED DEALER OR  
REGISTERED ADVISER/INFORMATION STATEMENT

1. (To be completed only by applicants for registration as salesmen and by partners or officers for whom registration to trade on behalf of a registered dealer or to act as an adviser on behalf of a registered adviser is sought).

Application is made for registration under the *Commodity Futures Act*, as

\_\_\_\_\_

(NOTE: As officer state office occupied; if also director so state) and the following statements of fact are made in respect thereof:

- (a) Name of registered dealer or registered adviser
- \_\_\_\_\_

- (b) Name of Applicant in full
- \_\_\_\_\_

- (c) Residence Address (including postal code)
- \_\_\_\_\_

\_\_\_\_\_Telephone No. \_\_\_\_\_

- (d) Business Address, upon registration (including postal code)
- \_\_\_\_\_

\_\_\_\_\_Telephone No. \_\_\_\_\_

- (e) State address for Service in Ontario
- \_\_\_\_\_

- (f) Code or symbol, if any, to be used to identify applicant in written confirmations of trade
- \_\_\_\_\_

2. (To be completed by a proprietor as, and partners, officers and directors of, the applicant in Form 5 other than those for whom registration to trade on behalf of a registered dealer or to act as an adviser on behalf of a registered adviser is sought).

- (a) I, \_\_\_\_\_  
(name in full)

- (b) Residence Address (including postal code)
- \_\_\_\_\_

furnish the information herein relative to the application of,

- (c) \_\_\_\_\_  
(applicant or registrant in Form 1 or Form 5)



6. Have you, or any associate, ever been the defendant or respondent in any proceedings in any civil court in any jurisdiction in any part of the world wherein fraud was alleged?

---

---

7. Have you been discharged by any employer for "cause"?

---

---

8. Have you or any associate at any time, been declared bankrupt or made a voluntary assignment in bankruptcy? (If "yes" also attach copy of discharge)

---

---

9. Have you or any associate ever been refused a fidelity bond?

---

---

10. Have you or any associate ever,

(a) been registered in any capacity under the *Commodity Futures Act* of Ontario?

---

---

(b) applied for registration in any capacity under the *Commodity Futures Act* of Ontario?

---

---

(c) been registered or licensed in any capacity in any other province, state or country which requires registration or licensing to deal or trade in commodity futures contracts or commodity futures options?

---

---

(d) been registered or licensed in any other capacity in Ontario or any other province, state or country under any legislation which requires registration or licensing to deal with the public in any capacity? (e.g. as a securities salesman, insurance agent, real estate agent, used car dealer, mortgage broker, etc.)

---

---

(e) been refused registration or a licence in 10 (a) (b), (c) or (d) above, or has any such registration or licence been cancelled or suspended?

---

---

(f) been denied the benefit of any exemption provided from registration provided by the *Commodity Futures Act* of Ontario, or similar exemption provided by commodity futures Acts or regulations of any other province, state or country?

---

---

11. Have you, or any associate, ever used, operated or carried on business under, or; are you now, or have you been known by, a name other than the name which is subscribed hereto?

(NOTE: Female applicants who are, or have been, married, must give all names by which known, and dates of changes of names).

12. Have you or any associate, ever been,

(a) a member of any commodity futures exchange, clearing house of a commodity futures exchange, association of commodity futures dealers, or similar organization, in any province, state or country?

(b) refused membership in any commodity futures exchange, clearing house of a commodity futures exchange, association of commodity futures dealers, or similar organization, in any province, state or country?

(c) suspended as a member of any commodity futures exchange, clearing house of a commodity futures exchange, association of commodity futures dealers, or similar organization, in any province, state or country?

13. My business reputation and character are well known to each of the following persons and reference may be made to them for further information. (Give at least three names, one of which must be the manager or other officer of a bank or trust company.)

Name	P.O. Address (Give City and Street Address including postal code)	Business or Occupation

14. The following detailed description is given for identification purposes:

Height \_\_\_\_\_ Weight \_\_\_\_\_ Complexion \_\_\_\_\_

Date of Birth \_\_\_\_\_ Place of Birth \_\_\_\_\_  
(day month year)

Social Insurance Number \_\_\_\_\_

If born outside Canada, date of arrival in Canada:

Citizenship \_\_\_\_\_ Number of Passport,

if any \_\_\_\_\_

Build \_\_\_\_\_ Colour of Eyes \_\_\_\_\_

Colour of Hair \_\_\_\_\_ Sex \_\_\_\_\_

Marital Status \_\_\_\_\_

Distinguishing marks such as scars, tattoos, etc.

Instruction: The information disclosed by this item is for the use of the Commission only. The information need not be furnished to the registered dealer or registered adviser.

15. Attached hereto are two copies of a recent photograph, full face, showing a true likeness of the applicant; each one measures  $2 \times 2$  inches and bears on the back the date on which the photograph was taken and, for identification purposes, the signature of the applicant and that of the registered dealer or registered adviser.

Dated at \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_  
(Signature of applicant/informant)

(To be completed only by applicants for registration as salesmen and by partners or officers for whom registration to trade on behalf of a registered dealer or to act as an adviser is sought).

### AFFIDAVIT

IN THE MATTER OF the *Commodity Futures Act*

Province of Ontario

\_\_\_\_\_ of \_\_\_\_\_

To Wit:

I, \_\_\_\_\_  
(name in full)

of the \_\_\_\_\_

in the County of \_\_\_\_\_

MAKE OATH AND SAY:

1. I am \_\_\_\_\_  
(Name in full)

the applicant herein for registration and I signed the application.

2. The statements of facts made in the application are true.

SWORN before me at the \_\_\_\_\_

in the \_\_\_\_\_ of \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_  
(A Commissioner, etc.)

\_\_\_\_\_  
(signature of deponent)

(To be completed by a proprietor as, and partners, officers and directors of, the applicant in Form 1 other than those for whom registration to trade on behalf of a registered dealer or to act as an adviser on behalf of a registered adviser is sought).

AFFIDAVIT

IN THE MATTER OF the *Commodity Futures Act*

Province of Ontario  
  
\_\_\_\_\_ of \_\_\_\_\_  
  
To Wit:

}

I, \_\_\_\_\_  
(name in full)  
  
of the \_\_\_\_\_  
  
in the County of \_\_\_\_\_

MAKE OATH AND SAY:

1. I am \_\_\_\_\_  
(name in full)  
  
the informant herein, and I signed the Information Statement.
2. The statements of fact made in the Information Statement are true.

SWORN before me at the \_\_\_\_\_  
in the \_\_\_\_\_ of \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
\_\_\_\_\_  
(A Commissioner, etc.)

}

\_\_\_\_\_  
(Signature of deponent)

O. Reg. 430/79, Form 7.

Form 8

*Commodity Futures Act*

CERTIFICATE OF INTENDED EMPLOYER

(To be completed by the intended employer and submitted separately in support of every application for registration as a salesman made in Form 7 and every application for amendment of registration as a salesman made in Form 14 on transfer from the employ of one registered dealer to another).

1. (a) Name of intended Employer  
  
\_\_\_\_\_
- (b) Business Address in Ontario (including postal code)  
  
\_\_\_\_\_
2. (a) Name of intended Employee-Applicant in full  
  
\_\_\_\_\_
- (b) Residence Address (including postal code)  
  
\_\_\_\_\_
3. Code or symbol, if any, to be used to identify intended Employee-Applicant in written confirmations of trade  
  
\_\_\_\_\_

To the Director:

On the basis of due and diligent inquiry made of the background of the applicant named above and other information available, the undersigned believes this person to be of good character and reputation and either has successfully completed or has the qualifications to undertake and successfully complete one of the courses of study approved by the Commission to which end all reasonable assistance will be furnished by us.

And I request that the application be granted.

Dated at \_\_\_\_\_

(Name of Dealer)

this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

(Signature of proprietor, partner, officer)

By \_\_\_\_\_

(Official Capacity)

O. Reg. 430/79, Form 8.

### Form 9

#### *Commodity Futures Act*

#### APPLICATION FOR RENEWAL OF REGISTRATION AS DEALER OR ADVISER

Application is made for renewal of registration under the *Commodity Futures Act* as \_\_\_\_\_

in the category of \_\_\_\_\_

and the following statements of fact are made in respect thereof:

1. Name of Applicant \_\_\_\_\_

2. Head Office Business Address (including postal code) \_\_\_\_\_

Telephone No. \_\_\_\_\_

3. Have there been any changes which would make the information given in the last application for registration, amendment of registration or renewal of registration made under the *Commodity Futures Act* and the regulations false or misleading?

(Answer "Yes" or "No") \_\_\_\_\_

(If answer is "Yes", attach, and mark as an exhibit to this application, a statement of such changes giving full particulars using the same numbering for each item of change as it appears in the application form in which the information was contained.)

Dated at \_\_\_\_\_

(Name of Applicant)

this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

By \_\_\_\_\_

(Signature of applicant, partner or officer)

(Official Capacity)

## AFFIDAVIT

IN THE MATTER OF the *Commodity Futures Act*

Province of Ontario

I, \_\_\_\_\_  
(name in full)

\_\_\_\_\_ of \_\_\_\_\_

of the \_\_\_\_\_

in the \_\_\_\_\_ of \_\_\_\_\_

## MAKE OATH AND SAY:

1. I am the applicant (or a partner or officer of the applicant) herein for renewal of registration and I signed the application for renewal of registration.
2. The statements of fact made in the application for renewal of registration are true.

SWORN before me at the \_\_\_\_\_

in the \_\_\_\_\_ of \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_  
(A Commissioner, etc.)

}

\_\_\_\_\_  
(Signature of deponent)

O. Reg. 430/79, Form 9.

## Form 10

*Commodity Futures Act*

NOTE: Should any space be insufficient for your answer, a statement may be attached and marked as an exhibit cross-referencing each statement to the item to which it pertains provided it is initialled by the informant and the Commissioner taking the affidavit.

## APPLICATION FOR RENEWAL OF REGISTRATION AS SALESMAN OR AS A PARTNER OR OFFICER OF A REGISTERED DEALER OR REGISTERED ADVISER

Application is made for renewal of registration under the *Commodity Futures Act* as

(NOTE: As officer state office occupied; if also director so state).

1. (a) Name of registered dealer or registered adviser

(b) Name of Applicant in full

(c) Residence Address (including postal code)

Telephone No. \_\_\_\_\_

2. Have there been any changes in the information previously given by you in your last application for registration or for renewal of registration filed with the Commission?

(Answer "Yes" or "No") \_\_\_\_\_

3. If the answer to item 2 is "Yes", give full particulars of every change, using the same numbering for each item of change as it appears in the application form in which the information was contained.

4. If no photograph supplied within the last 5 years, attach two copies, full face, size 2 × 2 inches bearing on the back your signature and that of the registered dealer or registered adviser.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_  
(signature of applicant)

### AFFIDAVIT

#### IN THE MATTER OF the *Commodity Futures Act*

Province of Ontario

\_\_\_\_\_ of \_\_\_\_\_

To WIT:

I, \_\_\_\_\_  
(name in full)

of the \_\_\_\_\_

in the county of \_\_\_\_\_

MAKE OATH AND SAY:

1. I am the applicant herein for renewal of registration and I signed the application.
2. The statements of fact made in the application are true.

SWORN before me at the \_\_\_\_\_

in the \_\_\_\_\_ of \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_  
(A Commissioner, etc.)

\_\_\_\_\_  
(signature of deponent)

### REQUEST OF EMPLOYER

(To be completed in support of every application made for renewal of registration as a salesman)

The undersigned employer hereby requests that the registration of the above applicant be renewed.

Dated at \_\_\_\_\_

\_\_\_\_\_  
(Name of Dealer)

this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

By \_\_\_\_\_  
(Signature of proprietor, partner or officer)

\_\_\_\_\_  
(official capacity)

Form 11

Commodity Futures Act

NOTICE TO SUBMIT TO EXAMINATION UNDER SECTION 28 OF THE ACT

Province of Ontario  
.....of.....

}IN THE MATTER OF the *Commodity Futures Act*  
  
AND  
  
IN THE MATTER OF.....  
.....

To: .....

TAKE NOTICE THAT you are required to attend at.....  
.....on.....day, the.....day of.....  
19..., at the hour of.....o'clock in the.....noon, and so from day to day to give further information or material and to submit to examination under oath by a person designated by the Director on.....day, the.....day of.....  
19..., pursuant to section 28 of the *Commodity Futures Act*.

AND TAKE NOTICE THAT failure to observe or comply with this requirement is an offence and on summary conviction is punishable by a fine of not more than \$2,000 or to imprisonment for a term of not more than one year, or both.

Dated at....., this.....day of....., 19....  
.....  
(signature)

O. Reg. 430/79, Form 11.

Form 12

Commodity Futures Act

APPLICATION FOR AMENDMENT OF REGISTRATION AS DEALER OR ADVISER

Instruction: Applicants for amendment of registration as NON-RESIDENT CARRYING BROKER shall complete only clauses (a) and (b) of item 1.

Name of Registrant .....

Application is made for amendment to our existing registration as:

.....  
.....

under the *Commodity Futures Act* and the following statements of fact are made in respect thereof.

1. Attached hereto and marked as an exhibit to the application is a statement of particulars of any change in,

- (a) the name of the applicant,
- (b) address for service or any business address,

- (c) partners, officers or directors and the reason for any such person's resignation, dismissal, severance or termination of employment or office,
  - (d) holders of voting securities of the applicant,
  - (e) salesmen employed and the reason for the termination of any salesman's employment,
  - (f) branch offices in Ontario, or
  - (g) the person in charge of any branch office in Ontario.
2. Attached hereto and marked as an exhibit to the application is an Application for Registration/ Information Statement in Form 2 from each new partner or officer for whom registration to trade or to act as an adviser on behalf of the applicant is sought.
  3. Attached hereto and marked as an exhibit to the application is a statement of changes which have occurred in the financial structure and control of the applicant which would make the information previously given by the applicant pursuant to this or any previous regulation, false, or misleading.

Dated at \_\_\_\_\_

\_\_\_\_\_  
(name of applicant)

this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

By \_\_\_\_\_  
(signature of applicant, partner or officer)

\_\_\_\_\_  
(official capacity)

### AFFIDAVIT

#### IN THE MATTER OF the *Commodity Futures Act*

Province of Ontario

.....of.....

I, .....  
(name in full)

of the.....

in the.....of.....

.....

#### MAKE OATH AND SAY:

1. I am the applicant (or a director or officer of the applicant) for amendment to registration, and I signed the application.
2. The statements of fact made in the application for amendment to the registration are true.

SWORN before me at the.....

in the.....of.....

this.....day of....., 19....

.....  
(A Commissioner, etc.)

.....  
(signature of deponent)

**Form 13***Commodity Futures Act*

## APPLICATION FOR AMENDMENT OF REGISTRATION AS SALESMAN

Name of Registrant \_\_\_\_\_

Application is made for amendment to my existing registration as salesman under the *Commodity Futures Act* and the following statements of fact are made in respect thereof.

1. Attached hereto and marked as an exhibit to the application is a statement of particulars with respect to:

(a) any change in address for service or any business address,

(b) termination of employment with a registered dealer, or

(c) commencement of employment with a registered dealer.

2. Attached hereto and marked as an exhibit to the application is a Certificate of Intended Employer in Form 8.

Dated at \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_  
(Signature of Applicant)

O. Reg. 430/79, Form 13.

**Form 14***Commodity Futures Act*

## INFORMATION STATEMENT

## SUMMARY DESCRIPTION OF COMMODITY FUTURES TRADING

When you trade in commodity futures contracts you are entering contracts to make or take delivery of a specified quantity and quality, grade or size of a commodity during a designated future month at a price agreed upon when the contract is entered into on your behalf on a commodity futures exchange.

Each commodity exchange requires its members to obtain mandatory minimum margin from customers for whom the exchange members act. "Initial margin" is the original deposit required, the earnest money when the contract is entered into. If the market price moves against the customer's position causing the margin on deposit to fall to or under a prescribed level called "maintenance margin" he will be required to furnish additional funds to restore margin on deposit to initial margin. Margin is calculated at the end of each day and more frequently during active markets. When additional margin is required it must be furnished immediately.

Commodity futures exchanges also impose maximum daily permissible price changes in each commodity—"daily price limits"—certain amounts above or below the previous day's closing price beyond which limits no trades may be effected.

The reason for such limits is to prevent sudden extreme price movements. However, the result can be days elapsing before a trading level is found. The loss to a trader on the wrong side of the market and seeking to offset his contract can be substantial.

Only a very small proportion of commodity futures contracts are, in fact, settled through actual delivery of the commodity. Instead, they are usually settled by entering an opposite or offsetting contract. To settle a contract in which a certain amount of a particular commodity for a given delivery month was bought, the buyer subsequently contracts to sell a like amount of that commodity for the same delivery month. To settle a contract in which a commodity was sold, the seller buys an equal amount. Any difference between the price at the time the original contract was made and the price at the time the liquidating or offsetting contract is entered into is settled in cash.

**Risk**

The risk of loss in commodity futures trading is substantial. You should therefore carefully consider whether such trading is suitable for you in light of your financial condition, objectives, and temperament. In considering whether to trade, you should be aware of the following:

- (1) You may sustain a total loss of the initial margin funds and any additional funds that you deposit with you broker to establish or maintain a position in the commodity futures market. If the market moves against your position, you may be called upon by your broker to deposit a substantial amount of additional margin funds, on short notice, in order to maintain your position. If you do not provide the required funds within the prescribed time, your position may be liquidated at a loss, and you will be liable for any resulting deficit in your account.
- (2) Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example, when the market makes a "limit move".
- (3) Placing contingent orders, such as "stop-loss" or "stop-limit" order, will not necessarily limit your losses to the intended amounts, since market conditions may make it impossible to execute such orders.
- (4) A "spread" position may not be less risky than a simple "long" or "short" position.
- (5) The high degree of leverage that is often obtainable in futures trading because of the small margin requirements can work against you as well as for you. The use of leverage can lead to large losses as well as gains.
- (6) As most transactions are made in foreign currencies the risk you assume includes those related to currency fluctuations.

This brief statement cannot, of course, disclose all the risks and other significant aspects of the commodity markets. You should therefore carefully study and become familiar with all aspects of commodity futures trading, including the terms and conditions of contracts.

**COMMISSIONS AND OTHER TRANSACTION COSTS**

Instruction: Furnish details concerning commissions and other transaction costs. Any attached schedule is to be referred to here as forming part of this Risk Statement.

I acknowledge having received a Risk Statement dated.....prior to the opening of my account with.....  
(Name of Dealer)

Dated.....

Account No.....  
(Signature of Customer)

Instruction: The acknowledgement is to be executed in duplicate by the customer and a copy is to be retained by the dealer.

O. Reg. 430/79, Form 14.

**Form 15**

*Commodity Futures Act*

**SUMMARY DISCLOSURE STATEMENT  
EXCHANGE TRADED COMMODITY FUTURES OPTIONS**

Every summary disclosure statement relating to exchange traded commodity futures options shall include:

- (1) The following boldface statements in substantially the following form in ten point type on the first page:

Before you trade in commodity futures options, you should carefully read this statement. This is important because of the particular risks involved.

If you plan to buy an option, you should realize that you will pay both a premium and a commission. The premium compensates the seller, or writer, of the option for the risk he assumes; the commission compensates the broker who handles the transaction for you. Accordingly, if you are to avoid a loss the price of the commodity must — before the end of the option period — rise sufficiently that the consequent increase in the price of the underlying futures contract will absorb both the premium and the commission.

If you plan to sell (i.e., write) an option, you will be obligated to provide a futures contract to cover the option should the purchaser of the option exercise. If you write an option and do not own the underlying futures contract, there is no limit on your possible loss, which is determined entirely by the amount of the rise in the price of the commodity and the underlying futures contract.

NO SECURITIES COMMISSION OR SIMILAR AUTHORITY IN CANADA HAS IN ANY WAY PASSED UPON THE MERITS OF THE COMMODITY FUTURES OPTIONS DESCRIBED HEREIN AND ANY REPRESENTATION TO THE CONTRARY IS AN OFFENCE.

- (2) A statement to the effect that:

- (i) Specific market movements of the commodity futures contracts underlying the commodity futures options cannot be accurately predicted,
- (ii) The writer of a call option who does not own the commodity futures contract required to be delivered upon exercise of the option is subject to risk of loss should the price of the underlying commodity futures contract increase by an amount in excess of the premium, less transaction costs,
- (iii) The writer of a call option who owns the commodity futures contract underlying the option is subject to the full risk of his underlying position; in exchange for the premium, so long as he remains obligated under the option contract, he has given up an opportunity for gain resulting from an increase in the price of the underlying commodity futures contract above the price at which the option may be exercised,
- (iv) The writer of a put option is subject to risk of loss should the price of the underlying commodity futures contract decrease by an amount in excess of the premium, less transaction costs;

- (3) A description of the commodity futures options being offered including:

- (i) The nature and type of the options and the manner in which they are traded,
- (ii) The commodity futures contracts underlying the options.
- (iii) The total quantity and quality of the commodities which are the subject of the underlying commodity futures contract,
- (iv) The duration of the option,
- (v) A general description of the elements which may comprise the purchase price to be charged including the premium commissions, costs, fees and other charges as well as the method by which the premium is established,
- (vi) The services to be provided for the separate elements comprising the purchase price,
- (vii) A general description of any and all costs in addition to the purchase price which may be incurred by an option holder if the commodity futures option is exercised, including, but not limited to commissions (whether denominated as sales commissions or otherwise), and all similar fees and charges which may be incurred,
- (viii) The procedural requirements for exercise of the option being offered,

- (ix) A clear explanation of any force majeure clause contained in the option, and
- (x) A general description of any material risks involved in the option transactions not included in the statements required by item 2.
- (4) A general description of the commodity futures exchange on which the options are traded, including the operation of the clearing mechanism and an explanation of any exchange or clearing house guarantees; and
- (5) If the commodity futures option is incapable of being liquidated by an offsetting transaction on or subject to the rules of the commodity futures exchange on which it is traded, a statement to the effect that,
  - (i) the price of the commodity futures contract underlying the option must either rise above or fall below (as the case may be) the striking price by an amount in excess of the sum of the premium and all other costs incurred in entering into and exercising the commodity futures option in order for the option customer to realize a profit on the option transaction, and
  - (ii) an option customer will be unable to sell any option purchased in any market to recover any of the purchase price, but rather may only liquidate by exercising an option before the expiration date of the option.
- (6) A clear explanation of the effect of any foreign currency fluctuations with respect to the commodity options being offered.
- (7) A form of acknowledgement in substantially the following form:

I acknowledge having received a Summary Disclosure Statement dated.....prior to the opening of my account with.....  
(Name of Dealer)

Dated.....

Account No.....  
(Signature of Customer)

Instruction: The acknowledgement is to be executed in duplicate by the customer and a copy is to be retained by the dealer.

O. Reg. 430/79, Form 15.

Form 16

Commodity Futures Act

ENDORSEMENT OF WARRANT

Province of Ontario }  
..... }  
(territorial jurisdiction)

Pursuant to subsection 58 (1) of the *Commodity Futures Act* and pursuant to application this day made to me, I hereby authorize the execution of this warrant within the said territorial jurisdiction.

Dated this.....day of.....19...., at.....  
  
(a Provincial Judge or Justice in  
and for the Province of Ontario)

## REGULATION 115

under the Community Psychiatric Hospitals Act

### GENERAL

#### INTERPRETATION

#### 1. In this Regulation,

- (a) "attending physician" means the medical practitioner who attends a patient in a hospital;
- (b) "board" means the governing board of an institution, building or other premises or place of which all or any part is approved as a community psychiatric hospital;
- (c) "inspector" means a person appointed by the Minister for the purposes of making inspections under this Regulation;
- (d) "medical practitioner" means a legally qualified medical practitioner;
- (e) "Ministry" means the Ministry of Health;
- (f) "out-patient" means a person who is not a patient and who attends an out-patient department for the purpose of receiving examination, diagnosis or treatment for a psychiatric disorder;
- (g) "out-patient department" means that part of a hospital that is established and maintained for the purpose of examining, diagnosing and treating out-patients;
- (h) "physical treatment" includes electro shock therapy and insulin shock therapy;
- (i) "superintendent" means the person who has the direct and actual superintendence of a hospital. R.R.O. 1970, Reg. 94, s. 1.

#### APPLICATION

2. This Regulation applies to any institution, building or other premises or place, or to any part or parts thereof, approved by the Lieutenant Governor in Council under section 3 of the Act as a community psychiatric hospital. R.R.O. 1970, Reg. 94, s. 2.

#### MANAGEMENT AND OPERATION

3. The board is responsible for the enforcement of the Act, this Regulation and the by-laws of the hospital. R.R.O. 1970, Reg. 94, s. 3.

4. The superintendent is responsible to the board for the due observance and enforcement of the Act, this Regulation and the by-laws of the hospital. R.R.O. 1970, Reg. 94, s. 4.

5. The superintendent is the officer representing the hospital with whom the Minister, an inspector and other officers of the Ministry shall deal with respect to hospital matters. R.R.O. 1970, Reg. 94, s. 5.

#### STAFF

6.—(1) The board shall provide for,

- (a) the appointment and functioning of a superintendent, a medical staff, a nursing staff and an auditor; and
- (b) the establishment of an administrative and accounting system.

(2) An auditor shall not be appointed for a hospital unless he is licensed under the *Public Accountancy Act*. R.R.O. 1970, Reg. 94, s. 6.

7. A hospital shall have on duty at all times sufficient nursing staff to give such nursing care to every patient in the hospital as is required for the patients' care and treatment. R.R.O. 1970, Reg. 94, s. 7.

8. Where the Ministry furnishes medical staff or nursing, technical or other assistants to a hospital, the medical staff and nursing, technical and other assistants are responsible to the board and subject to its directions in the performance of their duties. R.R.O. 1970, Reg. 94, s. 8.

#### FISCAL YEAR

9. The fiscal year of a hospital shall be from the 1st day of April to the 31st day of March next following. O. Reg. 894/77, s. 1.

#### MEETINGS

10. An annual meeting of the hospital shall be held between the 1st day of January and the 31st day of May in each year on a day fixed by the board. R.R.O. 1970, Reg. 94, s. 10.

11. The board shall hold at least six meetings a year upon such days and times as are fixed by the chairman and superintendent. R.R.O. 1970, Reg. 94, s. 11.

## INSPECTIONS

## 12. An inspector may,

- (a) inspect the premises, management and operation of a hospital;
- (b) require the superintendent, a member of the medical staff or a hospital employee,
  - (i) to furnish any information in his possession or under his control, and
  - (ii) to make returns, reports or statements in writing,
 relating to the management and operation of the hospital;
- (c) examine and audit all the hospital books, accounts and records; and
- (d) investigate any hospital matter and require information from any person in respect of any hospital matter. R.R.O. 1970, Reg. 94, s. 12.

## PATIENTS

13. A hospital shall keep a register of patients. R.R.O. 1970, Reg. 94, s. 13.

14. When a patient is admitted to a hospital, the patient shall be issued a register number. R.R.O. 1970, Reg. 94, s. 14.

15.—(1) Any person who is believed to be suffering from a psychiatric disorder and to be in need of the observation, care and treatment provided in a hospital may be admitted thereto on his own application or on the application of a medical practitioner on his behalf.

(2) An application for admission by a medical practitioner may be made orally or in writing to the superintendent, and the person for whom the application is made shall not be taken to the hospital for admission or admitted thereto until the admission has been awarded.

(3) Where an application for admission is made by a person who is not a medical practitioner, the superintendent may admit the person as a patient if,

- (a) he requires treatment; and
- (b) his mental condition, in the opinion of the superintendent, is such as to render him competent to apply for admission. R.R.O. 1970, Reg. 94, s. 15.

16. Where a medical practitioner sends any person to a hospital for admission and he knows or suspects that that person is or may become

dangerous for any reason to himself or to other patients, the medical practitioner shall notify the superintendent of the danger. R.R.O. 1970, Reg. 94, s. 16.

17.—(1) When a patient is no longer in need of treatment in a hospital, the attending physician shall write an order that the patient is discharged.

(2) A patient shall be deemed to be discharged when the attending physician writes the order under subsection (1) and communicates it to the patient.

(3) When a patient is discharged, he shall leave the hospital but he may, at his option and with the approval of the superintendent, remain in the hospital for a further period not exceeding twenty-four hours.

(4) When a patient under the age of sixteen years is discharged, the person liable for his maintenance shall remove him from the hospital but, at the request of the person so liable and with the approval of the superintendent, he may be permitted to remain in the hospital for a further period not exceeding twenty-four hours. R.R.O. 1970, Reg. 94, s. 17.

18.—(1) When a person is admitted to a hospital, he shall give the name and address of a relative or friend to be notified under subsection (3).

(2) The attending physician shall notify the superintendent when he believes that the relative or friend should be present at the hospital with a patient.

(3) The superintendent shall so notify the relative or friend. R.R.O. 1970, Reg. 94, s. 18.

## ORDERS FOR TREATMENT

19.—(1) All orders for treatment shall be in writing on a paper attached to the medical record of the patient.

(2) Orders for treatment shall be dated and signed by an attending physician or a medical practitioner authorized by him, but an attending physician or a medical practitioner authorized by him may dictate by telephone orders for treatment to a person designated by the superintendent to take the orders.

(3) The person to whom the order has been dictated shall transcribe and sign the order and endorse thereon the name of the medical practitioner and the date and time of receiving the order.

(4) When a medical practitioner has dictated an order by telephone, he shall sign the order on his first visit to the hospital thereafter. R.R.O. 1970, Reg. 94, s. 19.

## CASE RECORDS

**20.** Within seventy-two hours after the admission of a patient, the board shall cause a medical practitioner to,

- (a) write a medical history;
- (b) make a physical examination and record his findings; and
- (c) make and record a provisional diagnosis. R.R.O. 1970, Reg. 94, s. 20.

**21.** The board shall cause to be compiled for each patient a medical record including,

- (a) identification;
- (b) history of present illness;
- (c) history of previous illnesses;
- (d) family history;
- (e) provisional diagnosis;
- (f) orders for treatment;
- (g) progress notes;
- (h) reports of,
  - (i) condition on discharge,
  - (ii) consultations,
  - (iii) follow-up care,
  - (iv) laboratory examinations,
  - (v) medical, surgical and physical treatment,
  - (vi) physical examinations,
  - (vii) radiological examinations,
  - (viii) cause of death,

(ix) post mortem examination, if any, and

(x) final diagnosis. R.R.O. 1970, Reg. 94, s. 21.

**22.—(1)** A person who makes any part of a record under sections 20 and 21 shall deliver the part to the superintendent.

(2) The superintendent is responsible for the safe-keeping of all records relating to a patient. R.R.O. 1970, Reg. 94, s. 22.

**23.—(1)** When a patient dies, the attending physician shall report the cause of death in writing to the superintendent for the medical record of the patient.

(2) Where the attending physician completes the medical certificate required by subsection 17 (3) of the *Vital Statistics Act* and delivers a copy to the superintendent, subsection (1) does not apply. R.R.O. 1970, Reg. 94, s. 23.

**24.** When a medical practitioner performs a post mortem examination on the body of a patient, he shall make and sign a report of the examination and deliver it to the superintendent for the medical record of the patient. R.R.O. 1970, Reg. 94, s. 24.

## OUT-PATIENT DEPARTMENT

**25.** Where an out-patient department is maintained in a hospital, the superintendent shall provide therein,

- (a) medical staff and nursing, technical and other assistants in regular attendance;
- (b) adequate equipment;
- (c) facilities and clerical staff for keeping records; and
- (d) facilities for the examination, diagnosis and treatment for psychiatric disorders of out-patients. R.R.O. 1970, Reg. 94, s. 25.



## REGULATION 116

under the Community Psychiatric Hospitals Act

### GRANTS

#### 1. In this Regulation,

(a) "in-patient" means a person admitted to and assigned a bed in a hospital;

(b) "in-patient services" means all of the following services to an in-patient:

1. Accommodation and meals at the standard or public ward level.
2. Necessary nursing service provided and paid for by the hospital to meet the medical needs of a patient as determined by the attending physician.
3. Laboratory, radiological and other diagnostic procedures, together with the necessary interpretations for the purpose of maintaining health, preventing disease, and assisting in the diagnosis and treatment of any psychiatric disorder.
4. Drugs, biological and related preparations that are prescribed by an attending physician in accordance with accepted practice and sound teaching and administered in a hospital, but not including preparations sold under the *Proprietary or Patent Medicine Act* (Canada).
5. Use of treatment room and anaesthetic facilities, including necessary equipment and supplies.
6. Routine surgical supplies.
7. Use of occupational therapy and physiotherapy facilities where available.
8. Services rendered by persons who receive remuneration from the hospital to provide such services, including physicians;

(c) "insured person" means a person who is entitled to insured services under the plan established under the *Health Insurance Act*

and who is admitted to a hospital established or approved under section 3 of the *Community Psychiatric Hospitals Act*;

(d) "insured services" means in-patient and out-patient services to which an insured person is entitled without charge under the plan established under the *Health Insurance Act*;

(e) "out-patient" means a person who receives out-patient services;

(f) "out-patient services" means all the following services provided to an out-patient by a hospital:

1. Laboratory, radiological and other diagnostic procedures, together with the necessary interpretations for the purpose of maintaining health, preventing disease and assisting in the diagnosis of any psychiatric disorder.
2. Use of treatment room and anaesthetic facilities, including necessary equipment and supplies.
3. Routine surgical supplies.
4. Use of occupational therapy and physiotherapy facilities where available.
5. Necessary nursing service and meals.
6. Services rendered by persons who receive remuneration from the hospital to provide such services, including physicians;

(g) "per day rate" means the amount payable, as determined by the Minister, in respect of the provision of in-patient services by the hospital;

(h) "standard ward accommodation" means a bed in a hospital area designated by the hospital and approved by the Minister as standard or public ward accommodation. R.R.O. 1970, Reg. 95, s. 1.

2. Provincial aid may be paid to a hospital in accordance with this Regulation and in an amount determined as prescribed by this Regulation. R.R.O. 1970, Reg. 95, s. 2.

3.—(1) Subject to the deduction mentioned in subsection (2) the provincial aid shall be an amount equivalent to the actual cost of providing,

- (a) general maintenance, including light, heat and power;
- (b) administration;
- (c) depreciation on furniture, equipment and apparatus; and
- (d) in-patient and out-patient services, including salaries, supplies and equipment, including the expense of,
  - (i) the medical superintendent's office,
  - (ii) radiology and laboratory examinations,
  - (iii) medical records,
  - (iv) dietary services for patients only,
  - (v) housekeeping for patients only, and
  - (vi) the laundry.

(2) There shall be deducted from the provincial aid payable to a hospital under subsection (1) the following revenue received by the hospital:

- 1. Payment for in-patient services rendered by the hospital to non-insured persons at the per day rate for standard ward accommodation.
- 2. 50 per cent of all payments received for in-patient services in excess of the per day rate for standard ward accommodation.
- 3. All money received from a municipality or the provincial or federal government.
- 4. 75 per cent of all money received from charitable organizations, benevolent foundations and individual endowments and bequests, unless such money is provided to the hospital for a specific purpose that is not ordinarily included in the routine operation of the hospital. R.R.O. 1970, Reg. 95, s. 3.

4.—(1) The hospital shall annually prepare and submit to the Minister a budget estimate of the costs referred to in section 3, including particulars of the clinical services proposed and the estimated cost thereof.

(2) The hospital may submit amendments to the budget estimate to the Minister. R.R.O. 1970, Reg. 95, s. 4.

5.—(1) Provincial aid may be paid provisionally in equal monthly instalments in advance, subject to final adjustment upon receipt of the annual financial statement of the hospital.

(2) The annual financial statement mentioned in subsection (1) shall include particulars of the revenue mentioned in subsection 3 (2). R.R.O. 1970, Reg. 95, s. 5.

6. In this section and in sections 7, 8 and 9,

- (a) "auxiliary-services accommodation" means that part of a hospital established and maintained by the hospital,
  - (i) as autopsy facilities,
  - (ii) as a laboratory,
  - (iii) as a dispensary,
  - (iv) for diagnosis or treatment by X-ray,
  - (v) for treatment by occupational therapy,
  - (vi) for treatment by physiotherapy,
  - (vii) for emergency services,
  - (viii) for community health services,
  - (ix) for hospital training facilities,
  - (x) for a dietary department that includes,
    - (A) kitchens and food preparation areas, including formula rooms,
    - (B) refrigerated areas and refrigeration equipment,
    - (C) day stores but excluding bulk stores,
    - (D) dining rooms, cafeterias, snack bars and coffee shops,
    - (E) food pantries and serveries in nursing unit,
    - (F) dietitians' offices,
    - (G) dishwashing areas, and
    - (H) garbage disposal areas,

(xi) for a central supply service that includes areas for,

- (A) receiving,
- (B) clean-up,
- (C) work space,
- (D) glove preparation,
- (E) sterilization,
- (F) sterile supply storage,
- (G) unsterile supply storage,
- (H) distributing, and
- (I) necessary related office accommodation;

(b) "out-patient department" means that part of a hospital that is established and maintained for the purpose of examining, diagnosing and treating out-patients. R.R.O. 1970, Reg. 95, s. 6.

7.—(1) Provincial aid in the form of,

- (a) a hospital-construction capital grant;
- (b) a capital grant for an out-patient department or auxiliary-services accommodation; or
- (c) a capital grant for a renovation project,

may be paid to a hospital in the amount prescribed by section 8.

(2) An application for a hospital-construction capital grant shall be made in Form 1.

(3) An application for a capital grant for an out-patient department or auxiliary-services accommodation shall be made in Form 2.

(4) An application for a capital grant for a renovation project shall be made in Form 3. R.R.O. 1970, Reg. 95, s. 7.

8.—(1) A hospital-construction capital grant may be made where accommodation is established or acquired for beds for the treatment of patients, and shall not exceed \$8,500 for each bed so provided for, or the difference between any amount in respect of the same accommodation made by the Government of Canada and the actual cost that is not in excess of \$10,500, whichever is the lesser. R.R.O. 1970, Reg. 95, s. 8 (1).

(2) A capital grant for an out-patient department or auxiliary-services accommodation may be made where accommodation is established, or acquired to establish or enlarge, an out-patient department or auxiliary-services accommodation or where major alterations or improvements are made in an out-patient department or auxiliary-services accommodation, and shall not exceed \$3,200 for each 27.87 square metres of floor space so acquired, or the actual cost, whichever is the lesser. O. Reg. 789/76, s. 1 (1).

(3) A capital grant for a renovation project may be paid where accommodation for beds, out-patient department or auxiliary-services accommodation is renovated, improved, modernized or converted from another use and shall not exceed,

(a) \$3,000,

(i) in the case of the part of a hospital other than an out-patient department or auxiliary-services accommodation for each bed improved by the renovation, or

(ii) in the case of an out-patient department or auxiliary-services accommodation for each 27.87 square metres of floor space; or

(b) an amount equal to the total cost of the renovation project,

whichever is the lesser. R.R.O. 1970, Reg. 95, s. 8 (3); O. Reg. 789/76, s. 1 (2).

(4) Amounts of money received or to be received by a hospital from,

- (a) grants made by the Government of Canada;
- (b) municipal contributions; or
- (c) public subscriptions,

shall be deducted from a capital grant payable to the hospital for a renovation project. R.R.O. 1970, Reg. 95, s. 8 (4).

9. A capital grant may be paid in instalments of,

- (a) one-quarter when one-quarter of the work is completed;
- (b) one-quarter when one-half of the work is completed;
- (c) one-quarter when three-quarters of the work is completed; and
- (d) the balance where the building project is completed, furnished and equipped. R.R.O. 1970, Reg. 95, s. 9.

**Form 1***Community Psychiatric Hospitals Act***APPLICATION FOR A HOSPITAL-  
CONSTRUCTION CAPITAL GRANT**

To: The Minister of Health,  
Legislative Buildings,  
Toronto M7A 1A2 Ontario.

The.....hospital applies for  
(name of hospital)

a hospital-construction capital grant under the Act  
and regulations and in support gives the following  
information:

1. Name of municipalities served by applicant  
hospital.....
2. Population of each municipality referred to in  
item 1.....
3. Estimated cost of proposed building project  
in detail, including the cost of,
  - (a) acquisition of site, if part of this project;
  - (b) work on site and landscaping;
  - (c) new construction;
  - (d) additions or alterations to, or renovation of,  
hospital buildings;
  - (e) acquisition of existing buildings;
  - (f) additions or alterations to, or renovation of,  
existing buildings acquired as part of this  
project;
  - (g) fixed equipment;
  - (h) furnishings;
  - (i) architect's fees;
  - (j) other professional fees; and
  - (k) any other expenditures required for the  
project.
4. Estimated cost per cubic metre of new con-  
struction, excluding the cost of fixed equipment  
and furnishings;
5. Name and address of architect.
6. Proposed method of financing in detail:
  - (a) Cash on hand.

(b) Other assets.

(c) Municipal contributions,

(i) already received, or

(ii) promised for the future.

(d) Public subscription,

(i) amount already received, or

(ii) pledges anticipated.

If the hospital is to be partly financed by  
means of a mortgage, debentures or other  
loans, give details of proposal.

7. The municipality has (has not) agreed to con-  
tribute, and a vote was taken on the by-law by  
electors of the municipality and the result was  
.....for and.....against.
  8. Proposed date of start of building project.
  9. Expected date of completion of building project.
- Date....., 19.....

.....  
Chairman or Secretary of the Board  
R.R.O. 1970, Reg. 95, Form 1; O. Reg. 789/76, s. 1.

**Form 2***Community Psychiatric Hospitals Act***APPLICATION FOR A CAPITAL GRANT FOR  
AN OUT-PATIENT DEPARTMENT OR  
AUXILIARY-SERVICES ACCOMMODATION**

To: The Minister of Health,  
Legislative Buildings,  
Toronto M7A 1A2 Ontario.

The.....hospital applies for a  
(name of hospital)

capital grant under the Act and regulations, in  
respect of an out-patient department or auxiliary-  
services accommodation and in support gives the  
following information:

1. The building project involves,
  - (a) the acquisition of existing buildings;
  - (b) additions or alterations to, or renovation of,  
existing buildings;
  - (c) new construction; or
  - (d) additions or alterations to, or renovation  
of, hospital buildings.

2. The dimensions of accommodation of proposed auxiliary-services accommodation or out-patient department:

Divisions of proposed  
out-patient department

Area in  
Square Metres

.....

.....

3. Estimated cost of proposed building project in detail, including the cost of,

- (a) acquisition of site, if part of this project;
- (b) work on site and landscaping;
- (c) new construction;
- (d) additions or alterations to, or renovation of, hospital buildings;
- (e) acquisition of existing buildings;
- (f) additions or alterations to, or renovation of, existing buildings acquired as part of this project;
- (g) fixed equipment;
- (h) furnishings;
- (i) architect's fees;
- (j) other professional fees; and
- (k) any other expenditures required for the project.

4. Estimated cost per cubic metre of new construction, excluding the cost of fixed equipment and furnishings.

5. Name and address of architect.

6. Proposed method of financing in detail:

- (a) Cash on hand.
- (b) Other assets.
- (c) Municipal contributions,

(i) already received, or

(ii) promised for the future.
- (d) Public subscription,

(i) amount already received, or

(ii) pledges anticipated.

If the hospital is to be partly financed by means of a mortgage, debentures or other loans, give details of proposal.

7. The municipality has (has not) agreed to contribute, and a vote was taken on the by-law by electors of the municipality and the result was

.....for and.....against.

8. Proposed date of start of building project.

9. Expected date of completion of building project.

Date....., 19.....

Chairman or Secretary of the Board

R.R.O. 1970, Reg. 95, Form 2; O. Reg. 789/76, s. 3.

Form 3

Community Psychiatric Hospitals Act

APPLICATION FOR A CAPITAL GRANT FOR A  
RENOVATION PROJECT

To: The Minister of Health,  
Legislative Buildings,  
Toronto M7A 1A2 Ontario.

The.....  
(name of hospital)

applies for a capital grant for a renovation project under the Act and regulations, and in support of the application gives the following information:

1. Reasons for considering the proposed project to be a major renovation project:

.....

2. Date(s) when building(s) to be renovated was (were) first constructed.....

.....

3. Years of expected life of building(s) after renovation is completed.....

.....

4. The number of beds of all types that will be abandoned because of the renovation.....

.....

5. Have the plans for the renovation project been approved by the local fire department of the municipality in which the hospital is located?

.....

.....

<p>6. Describe the present deficiencies of the existing structure, facilities and services..... .....</p> <p>7. Describe the increased bed accommodation, improvements in facilities, services, efficiency and economy or any other improvements that will result from the renovation project: ..... .....</p> <p>8. Describe the type of construction, materials, fireproofing, finishes and equipment proposed to be used in the renovation project: ..... .....</p> <p>9. Further explanation and remarks: ..... .....</p> <p>10. Estimated cost of proposed building project in detail, including the cost of,</p> <ul style="list-style-type: none"><li>(a) acquisition of site, if part of this project;</li><li>(b) work on site and landscaping;</li><li>(c) new construction;</li><li>(d) additions or alterations to, or renovation of, hospital buildings;</li><li>(e) acquisition of existing buildings;</li><li>(f) additions or alterations to, or renovation of, existing buildings acquired as part of this project;</li><li>(g) fixed equipment;</li><li>(h) architect's fees;</li></ul>	<ul style="list-style-type: none"><li>(i) other professional fees; and</li><li>(j) any other expenditures required for the project.</li></ul> <p>11. Estimated cost per cubic metre of new construction, excluding the cost of fixed equipment.</p> <p>12. Name and address of architect or consulting engineer.</p> <p>13. Proposed methods of financing in detail:</p> <ul style="list-style-type: none"><li>(a) Cash on hand.</li><li>(b) Other assets.</li><li>(c) Municipal contributions,<ul style="list-style-type: none"><li>i. already received; or</li><li>ii. promised for the future.</li></ul></li><li>(d) Public subscription,<ul style="list-style-type: none"><li>i. amount already received; or</li><li>ii. pledges anticipated.</li></ul></li></ul> <p style="padding-left: 40px;">If the hospital is to be partly financed by means of a mortgage, debentures or other loans, give details of proposal.</p> <p>14. The municipality has (has not) agreed to contribute, and a vote was taken on the by-law by electors of the municipality and the result was .....for and.....against.</p> <p>15. Proposed date of start of building project.</p> <p>16. Expected date of completion of building project.</p> <p>Date.....,19..... ..... Chairman or Secretary of the Board R.R.O. 1970, Reg. 95, Form 3; O. Reg. 789/76, s. 4.</p>
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## REGULATION 117

### under the Community Recreation Centres Act

#### GENERAL

##### INTERPRETATION

#### 1. In this Regulation,

- (a) "applicant" means an applicant for a grant under the Act;
- (b) "architect" means an architect who is a member in good standing of the Ontario Association of Architects or a person who is licensed to practise as an architect under the *Architects Act*;
- (c) "building project" means,
  - (i) the construction of all or any part of one or more new buildings or structures or an addition or extension to an existing building or structure,
  - (ii) the acquisition of land or all or any part of one or more existing buildings or structures and any alteration or addition thereto, or
  - (iii) the renovation or alteration of one or more existing buildings or structures,

for the purposes of a community recreation centre; and

- (d) "professional engineer" means a professional engineer who is a member in good standing of the Association of Professional Engineers of the Province of Ontario or a person who is licensed to practise as a professional engineer under the *Professional Engineers Act*. O. Reg. 236/75, s. 1.

#### GRANTS

2. A capital grant may be paid for a community recreation centre where the community recreation centre is used or is to be used for one of the following purposes:

- (i) a community hall with a floor area of not less than 20 square metres,
- (ii) a playing field consisting of an outdoor area with space and of a design for more than one type of sport or recreational activity,

- (iii) one or more tennis courts of a size that is in accordance with the specifications of the Official Playing Rules of the Canadian Lawn Tennis Association and that includes such shelters or other amenities as the Minister may approve,
- (iv) an indoor or outdoor swimming pool,
- (v) a snow skiing facility located on a site approved by the Minister, and that is not a cross-country ski trail and that includes at least one shelter, a beginner's slope and a tow and such other slopes, jumps or amenities that may be approved by the Minister,
- (vi) an outdoor or indoor skating arena or rink of a size and design suitable for use by the public in the community,
- (vii) a fun fitness trail consisting of a trail with one or more facilities along the route of the trail for community recreational activities,
- (viii) a gymnasium consisting of an enclosed structure for gymnastic and community recreational activities, or
- (ix) a cultural centre designed and constructed to include an auditorium, art gallery and facilities for the performance of visual and creative arts. O. Reg. 236/75, s. 2; O. Reg. 127/78, s. 1.

3. Subject to sections 4 and 5 of this Regulation and section 6 of the Act, the amount of a grant payable under section 6 of the Act shall be equal to the cost of the building project approved by the Minister. O. Reg. 236/75, s. 3.

4. Notwithstanding section 6 of the Act, where the Minister is of the opinion that the financial resources available to a municipality, after payment to the municipality of the maximum amount of the capital grant prescribed under that section would be insufficient to pay for a building project or for the municipality's share of a building project under an agreement for the joint establishment of the community recreation centre, as the case may be, without placing an undue financial burden on the municipality, the maximum amount of the grant that may be paid shall not exceed the lesser of \$150,000 or 50 per cent of the cost of the building project or of the value of the municipality's contribution, as the case may be. O. Reg. 236/75, s. 4.

5. Notwithstanding section 6 of the Act, where special facilities approved by the Minister for handicapped persons that are not required under the *Building Code Act* are provided in a community recreation centre, the amount of the grant payable under subsection 6 (1) or (2) of the Act, for the community recreation centre may exceed the lesser of \$75,000 or 25 per cent of the cost of the building project, or of the value of the contribution of the applicant to the building project, as the case may be, by an amount equal to the cost, approved by the Minister, of the special facilities. O. Reg. 236/75, s. 5.

6.—(1) Before commencing a building project or at such other time before payment of the grant as the Minister may approve, an applicant shall file with the Minister,

- (a) plans and specifications prepared by an architect or professional engineer or, where the Minister approves, a sketch drawn to scale, of the community recreation centre showing,
  - (i) the size and location of the site, and
  - (ii) the location on the site, the size and any interior partitions and use or any intended use of all or any part of one or more buildings, structures, facilities and areas; and
- (b) evidence satisfactory to the Minister that the applicant is solely, or jointly with one or more other persons or organizations,
  - (i) the owner or lessee of, or
  - (ii) pursuant to an agreement in writing, otherwise legally entitled to use,

the property comprising the community recreation centre for a fixed and continuous period of time that, in the opinion of the Minister, justifies payment of the grant.

(2) Where the plans and specifications or sketch, as the case may be, show that any part of a building project is used or will be used for a purpose not included in section 2, the Minister may require the applicant to furnish further particulars about the use or proposed use including the extent of the use and the name of any organization or person engaging or proposed to engage in the use. O. Reg. 236/75, s. 6.

7.—(1) An application for payment of a capital grant shall be made to the Minister in a form prescribed by the Minister within three years after the expenditure by the applicant of the amount or amounts applied for.

(2) An applicant shall file with the Minister, together with his application for a grant,

- (a) a statement in a form prescribed by the Minister showing,
  - (i) the actual or estimated cost of the building project,
  - (ii) any amount expended for the building project before the date of the application, and
  - (iii) a separate record of moneys received or to be received from any person or organization other than the applicant, as a contribution towards the cost of the building project including donations of services and materials and the value thereof, the total value of all such contributions and the value of contributions made or to be made by each such person or organization;
- (b) where the building project has commenced but is not complete, a statement by an architect or professional engineer of the progress made at the date of the application of the progress made towards completion of the building project; and
- (c) where the applicant is an approved corporation, a board or a band, a copy of the by-law or resolution providing for the establishment of the community recreation centre.

(3) The Minister may require an applicant who files a statement under clause (2) (a) to furnish such further particulars as the Minister deems necessary to establish the actual cost of the building project and may require a valuation of the building project to be made by an appraiser with qualifications acceptable to the Minister. O. Reg. 236/75, s. 7.

8. Where a municipality, board, band or approved corporation changes the site or use of, or structurally alters, sells, leases, mortgages or otherwise disposes of an interest in a community recreation centre for which payment of a capital grant has been made, without the approval in writing of the Minister, or where such approval has been given, is in default of any condition for repayment imposed under section 10 of the Act, the whole or any part of the grant may be recovered as a debt due to the Crown in right of Ontario from the municipality, board, band or approved corporation, as the case may be,

- (a) out of moneys payable by Ontario to the municipality, board, band or approved corporation, under the authority of any Act; or

- (b) by proceedings in any court of competent jurisdiction. O. Reg. 236/75, s. 8.

9.—(1) A capital grant under the Act for the construction of all or any part of one or more new buildings or structures, or for an extension, alteration or renovation to one or more buildings or structures may be payable in amounts of the estimated total grant to be determined by the Minister at such times as the Minister may approve, but not exceeding 75 per cent of the estimated total grant, and an application for any such amount shall be accompanied by a certificate of an architect or professional engineer stating the progress made towards completion of the construction, extension, alteration or renovation, as the case may be.

(2) The total payment of a capital grant for a building project shall not be made until,

- (a) an architect or professional engineer certifies that,
- (i) the building project has been completed in accordance with the plans and specifications or sketch, as the

case may be, thereof submitted to the Minister under subsection 6 (1),

- (ii) the building project is ready to be used as a community recreation centre; and

- (b) the applicant for the grant submits a report stating,

- (i) the actual cost of the building project,

- (ii) that the total of the unpaid accounts applicable to the building project does not exceed the amount of the grant remaining to be paid,

- (iii) that the amount of the grant remaining to be paid will be applied first to the payment of the unpaid accounts referred to in subclause ii, and

- (iv) that all refundable sales tax has been taken into account. O. Reg. 236/75, s. 9.



REGULATION 118

under the Commuter Services Act

DIAL-A-BUS SERVICE

1. In this Regulation,

- (a) "Dial-A-Bus" means a form of public transportation operated by the Government of Ontario within The Municipality of Metropolitan Toronto which, where provided, operates on a demand actuated basis;
- (b) "senior citizen" means a person sixty-five years of age or over and in possession of an identification card issued to him by The Municipality of Metropolitan Toronto;
- (c) "student" means a pupil in full daytime attendance at a secondary, private, public or separate school within The Municipality

of Metropolitan Toronto who is in possession of a T.T.C. student identification card issued to him; and

- (d) "T.T.C." means the Toronto Transit Commission. O. Reg. 771/74, s. 1.

2.—(1) Subject to subsection (2), the single trip fare paid by a passenger of a class set out in Column 1 in the Table shall be the fare set out opposite thereto in Column 2 in the Table.

(2) The single trip fare paid by a passenger of a class set out in Column 1 of the Table where that passenger transfers from a T.T.C. service to a Dial-A-Bus service and presents a valid T.T.C. transfer shall be the fare set out opposite thereto in Column 3 in the Table.

TABLE

Item	Column 1	Column 2	Column 3
1	Adults and children over 12 year of age	50 cents or two T.T.C. adult tickets	25 cents or one T.T.C. adult ticket
2	Senior Citizens	50 cents or two T.T.C. senior citizen's tickets	25 cents or one T.T.C. senior citizen's ticket
3	Students	30 cents or two T.T.C. student tickets	15 cents or one T.T.C. student ticket
4	Children between the ages of 2 years and 12 years	20 cents or two T.T.C. children's tickets	10 cents or one T.T.C. children's ticket
5	Children under 2 years	no charge	no charge

(3) Every cash fare shall be paid in the exact amount. O. Reg. 771/74, s. 2.

3. Every passenger who pays the fare pre-

scribed in Column 2 of the Table is entitled to receive from the Dial-A-Bus operator receiving the fare a free transfer coupon valid on T.T.C. services. O. Reg. 771/74, s. 3.



REGULATION 119

under the Compulsory Automobile Insurance Act

CERTIFICATE OF INSURANCE

1. Every person making an application for the issuance, validation or transfer of a permit for a motor vehicle shall certify in Form 1 that the motor vehicle is insured under a contract of automobile insurance. O. Reg. 902/79, s. 1.

Form 1

The <i>Compulsory Automobile Insurance Act</i>	Office Use
Certificate of Insurance	—Plate # . . . . .
	—Date of Issue . . .
	—Office # . . . . .
I hereby certify that the motor vehicle bearing	
Vehicle Identification Number . . . . . is insured under a contract of Automobile Insurance made with:—	
Name of Insurance Company . . . . .	
Policy No. . . . .	
Signature . . . . . Date . . . . .	



REGULATION 120

under the Compulsory Automobile Insurance Act

EXEMPTIONS

1. The Act does not apply to,

(a) the Governor General;

(b) a department of the Government of Canada;  
or

(c) the operator of a motor vehicle owned by or leased to the Governor General or a department of the Government of Canada. O.Reg. 124/80, s. 1.
- 2.—(1) Subject to the conditions set out in subsection (2), the Act does not apply to,

(a) a member in good standing of the Conservative Mennonite Churches of Ontario who is a member of the Conservative Mennonite Automobile Brotherhood Assistance Plan; or

(b) the operator of a motor vehicle owned by or leased to a person referred to in clause (a).
- (2) The following conditions apply to the exemption granted by subsection (1):

1. The Conservative Mennonite Churches of Ontario shall establish a plan to provide for financial responsibility, resulting from motor vehicle accidents, for its members.

2. The Plan referred to in subsection (1) shall be known as the Conservative Mennonite Automobile Brotherhood Assistance Plan.

3. The first administrator of the Plan shall be Milfred Martin.

4. Where a new Plan Administrator is appointed, the new Plan Administrator shall forthwith advise the Superintendent of his name and address.

5. Any Mennonite who is a member in good standing of one of the Conservative Mennonite Churches of Ontario may, by written application to his or her pastor, apply for membership in the Plan.

6. If the pastor approves the application, the pastor shall submit the application to the Plan Administrator who shall keep a record of all approved applications.

7. The Plan Administrator shall complete and furnish each member of the Plan with an identification card in Form 1.
8. The Plan Administrator may cancel any membership by giving thirty days written notice of the cancellation to the member by registered mail.

9. Where the death of or personal injury to or loss of or damage to property of any person is occasioned in Ontario by a member of the Plan or a person operating a motor vehicle of a member of the Plan, the Plan shall pay claims to persons who are not members of the Plan to the same extent as if the Plan were an insurer and as if the motor vehicle of the member was insured under a contract of automobile insurance but the liability of the Plan shall be limited to the minimum liability provided for in subsection 219 (1) of the *Insurance Act*, in respect of any one accident.

10. The Plan Administrator shall, at the request of the Superintendent, provide the Superintendent with proof that the Plan has established an irrevocable line of credit in the amount of at least \$100,000 with chartered banks operating in Ontario.

11.—(1) For the purposes of completing the Certificate of Insurance required by subsection 13 (1) of the Act a member of the Plan shall mark on the certificate "Exempt—C.M.A.B.A. Plan" and he shall sign the Certificate.

(2) At the time of submitting the Certificate of Insurance, the member shall submit the identification card in Form 1 for inspection.

12. A member of the Plan or the operator of a motor vehicle owned by a member of the Plan, as the case may be, shall have the identification card in Form 1 in the motor vehicle at all times while he is operating the motor vehicle on a highway and shall surrender the identification card for reasonable inspection upon the demand of a police officer. O. Reg. 124/80, s. 2.
- Form 1
- Compulsory Automobile Insurance Act
- CONSERVATIVE MENNONITE AUTOMOBILE BROTHERHOOD ASSISTANCE PLAN
- Name and Address of Member .....

.....	The member named on this card is exempt from the <i>Compulsory Automobile Insurance Act</i> , in accordance with the regulations made thereunder.
Effective Date .....	
Date of Expiry .....	CONSERVATIVE MENNONITE AUTOMOBILE BROTHERHOOD ASSISTANCE PLAN
Day ..... Month ..... Year....	..... Plan Administrator
Day ..... Month ..... Year....	..... Address of Plan Administrator
Vehicle—Year..... Make .....	
Serial Number .....	
Self-Insurance Identification	O. Reg. 124/80, Form 1.

## REGULATION 121

### under the Condominium Act

#### GENERAL

##### INTERPRETATION

#### 1. In this Regulation,

- (a) "Condominium Corporations Index" means the Condominium Corporations Index under subsection 5 (1) of the Act;
- (b) "condominium property" means property, as defined in clause 1 (1) (s) of the Act, to which the Act applies;
- (c) "Condominium Register" means the Condominium Register under subsection 5 (3) of the Act;
- (d) "land registrar" means the land registrar in whose registry or land titles division, as the case may be, the property is situate. O. Reg. 217/79, s. 1.

#### PART I

##### REGISTRATION AND RECORDING

#### 2. A declaration and description shall not be received for registration unless,

- (a) the declaration appears to be executed by every owner of and every person having a registered mortgage against the land and interests appurtenant to the land described in the description;
- (b) the declaration is accompanied by such proof as to the execution by, and age of every such owner and person as is required by or under the *Land Titles Act* or the *Registry Act* in the case of a transfer or deed, with respect to each owner, and in the case of a cessation of charge or certificate of discharge of mortgage, with respect to each person having a registered mortgage;
- (c) the description has been approved by the Examiner of Surveys appointed under the *Land Titles Act*; and
- (d) the declaration contains a schedule to be known as Schedule A that describes the property intended to be governed by the Act. O. Reg. 217/79, s. 2; O. Reg. 731/80, s. 1.

#### 3. The Condominium Corporations Index shall be in Form 1. O. Reg. 217/79, s. 3.

#### 4.—(1) Where a declaration and description are received for registration, the land registrar shall,

- (a) endorse on the declaration and description the day, hour and minute of receipt, which shall be the same for both the declaration and the description;
- (b) assign to the declaration a registration number in the series of numbers used for instruments dealing with land;
- (c) assign to the description an identification which shall be comprised of the component under Column 2 of Schedule 1 and the words "Condominium Plan No." together with the number assigned as part of the name of the corporation under subclause (e) (ii);
- (d) record in the Condominium Corporations Index such particulars with reference thereto as are indicated by the headings of the columns in Form 1; and
- (e) assign a name to the corporation as required by subsection 10 (2) of the Act, which name shall be comprised of the component in Column 2 of Schedule 1 set opposite the name of the land titles or registry division, followed by,
  - (i) the words "Condominium Corporation", and
  - (ii) the abbreviation, "No", together with a number which shall be the next available consecutive number in the column headed "Consecutive Number" in the Condominium Corpora-

(2) The land registrar for the Land Titles Division of Metropolitan Toronto shall assign to the first condominium that he receives for registration on or after the 14th day of October, 1980, the next consecutive number after the highest number shown as designated in the Corporations Index in the land registry office for the Land Titles Division of Toronto and York South on the 10th day of October, 1980.

(3) The land registrar for the Land Titles Division of York Region shall assign to the first condominium that he receives for registration on or after the 14th day of October, 1980, the next consecutive number after the highest number shown as designated in the Corporations Index in the land registry office for the Land Titles Division of Toronto and York South on the 10th day of October, 1980. O. Reg. 808/80, s. 1.

(4) No change shall be made in the name of a condominium corporation after the name is assigned under clause (1) (e). O. Reg. 217/79, s. 4 (2).

5. In respect of a condominium property under the *Land Titles Act*, the Condominium Register shall be kept in a loose-leaf book and shall include a set of four groups of pages consisting of,

- (a) a Property Parcel Register in Form 2;
- (b) a Constitution Index in Form 3;
- (c) a Common Elements and General Index in Form 4; and
- (d) a series of Unit Registers, one for each unit included in the property, in Form 5. O. Reg. 217/79, s. 5.

6. In respect of a condominium property under the *Registry Act*, the Condominium Register shall be kept in a loose-leaf book and shall include a set of four groups of pages consisting of,

- (a) a Property Abstract Index in Form 6;
- (b) a Constitution Index in Form 3;
- (c) a Common Elements and General Index in Form 4; and
- (d) a series of Unit Indexes, one for each unit included in the property, in Form 5. O. Reg. 217/79, s. 6.

7. A consent of a party having a registered mortgage under clause 3 (1) (b) of the Act shall be in Form 7. O. Reg. 217/79, s. 7.

8.—(1) An amendment to a declaration under subsection 3 (4) of the Act shall be in Form 8 and shall be accompanied by a declaration of an authorized officer of the corporation in Form 9.

(2) Where an amendment to a declaration requires an amendment to the registered description, the amendment to the declaration shall not be registered unless an amendment to the description is registered at the same time. O. Reg. 217/79, s. 8.

9. Where a declaration and description are received for registration under the *Land Titles Act*, the land registrar shall,

- (a) record them in the existing parcel register where the land that includes the condominium property is entered;
- (b) re-enter the condominium property in a Property Parcel Register;
- (c) record them in a Constitution Index;
- (d) record them in a Common Elements and General Index; and

- (e) establish a Unit Register for each unit included in the condominium property. O. Reg. 217/79, s. 9.

10. Where a declaration and description are received for registration under the *Registry Act*, the land registrar shall,

- (a) record them in the existing abstract index for the land that includes the condominium property;
- (b) prepare an abstract index in Form 6 for the condominium property and reabstract therein the registered certificate of title under the *Certification of Titles Act*, and all registered instruments referred to in Schedules B and C of the certificate, the declaration and description and all intervening registered instruments affecting the property;
- (c) record them in the Constitution Index;
- (d) record them in the Common Elements and General Index; and
- (e) establish a Unit Index for each unit included in the condominium property. O. Reg. 217/79, s. 10.

11. A resolution under subsection 3 (7) of the Act shall be in Form 12 and shall be recorded in the Condominium Corporations Index. O. Reg. 217/79, s. 11.

12. A certificate referred to in subsection 28 (5) of the Act shall be in Form 13. O. Reg. 217/79, s. 12.

13.—(1) In this section, "easement" means an easement, right of way, right or licence in the nature of an easement, *profit a prendre* or other incorporeal hereditament, but does not include such an easement arising by operation of law. O. Reg. 217/79, s. 13 (1).

(2) Every easement that is appurtenant to the land included in the property and every easement to which the land included in the property is subject and is shown on the condominium description shall be described in the declaration and shall be set out in Schedule A thereto.

(3) Every easement that is appurtenant to the land to be included in the property or to which the land to be included in the property is subject, that is shown on the condominium description and that is to be effectively created upon the registration of the declaration and description, shall be described in the declaration and shall be set out in Schedule A thereto. O. Reg. 731/80, s. 2 (1).

(4) Where an easement affecting the common elements or a part of the common elements, but not affecting a unit,

- (a) was in existence at the time of registration of the declaration and description, the easement

shall be recorded in the Common Elements and General Index and in the Property Abstract Index or Property Parcel Register, as the case may be; or

- (b) is created on or after the registration of the declaration and description, the easement shall be recorded in the Common Elements and General Index. O. Reg. 217/79, s. 13 (2); O. Reg. 731/80, s. 2 (2).

14. For the purposes of the *Land Titles Act* and the *Registry Act*, the Condominium Register shall be deemed to be a register or an abstract index, as the case may be, for the parcel of land that comprises the condominium property. O. Reg. 217/79, s. 14.

15.—(1) Where, after the registration of a declaration and description, an instrument that mentions or purports to affect all units and common elements included in a condominium property is received for registration, and

- (a) the instrument is a deed or transfer of the property under section 44 of the Act, a notice of termination under section 43 or 45 of the Act or an order for termination under section 46 of the Act, the procedures prescribed by sections 23 to 29 of this Regulation apply;
- (b) the instrument is a by-law of the condominium corporation, or an amendment to the declaration or description, the instrument shall, subject to subsection 16 (2) be recorded only in the Constitution Index;
- (c) the instrument is an encumbrance to which subsection 7 (8) of the Act applies or an instrument dealing with all the units included in the property in respect of such an encumbrance, the instrument shall be recorded only in the Common Elements and General Index; or
- (d) the instrument is not an instrument mentioned in clause (a), (b) or (c), the instrument shall, subject to subsection (2), be recorded only in the Common Elements and General Index. O. Reg. 217/79, s. 15 (1); O. Reg. 1073/80, s. 1 (1).

(2) Where an instrument registered after the 1st day of January, 1981, to which clause (1) (d) applies is a complete discharge of an encumbrance recorded in the Property Parcel Register or Property Abstract Index or is an application for a caution under the *Land Titles Act*, or is a deed, transfer or other instrument by which ownership of the condominium property is changed and is received for registration before the registration of a deed or transfer of any unit and common interest, that instrument shall also be recorded in the Property Parcel Register or Property Abstract Index, as the case may be. O. Reg. 1073/80, s. 1 (2).

(3) Notwithstanding subsection 18 (1) of the *Registry Act*, a by-law of a condominium corporation shall

not be entered in the by-law index under the subsection. O. Reg. 217/79, s. 15 (3).

16.—(1) Subject to subsection (2), where, after the registration of a declaration and description, an instrument that mentions one or more units and common interests, but not all the units and common elements included in the condominium property, is received for registration, the instrument shall be recorded only in the Unit Register or Unit Index, as the case may be, for each unit mentioned in the instrument.

(2) Where the common elements and one or more units and common interests, but not all the units and common elements included in the condominium property, are mentioned in a by-law of a condominium corporation or in an amendment of the declaration or description, the by-law or amendment shall, in addition to being recorded in the Constitution Index, be recorded in the Common Elements and General Index and in the Unit Register or Unit Index for each unit mentioned in the by-law or amendment. O. Reg. 217/79, s. 16.

17.—(1) The description of a unit and common interest in an instrument received for registration shall be comprised of the unit number, the level number or letter and the identification of the condominium plan, and the description of the unit shall include a reference to the land registry office in which the plan is registered, and may include a reference to the appurtenant common interest with or without a specification of the percentage stated in the declaration.

(2) An encumbrance to which subsection 7 (8) of the Act applies, a transfer or deed of the property and a release or discharge affecting all units and common elements under subsection 44 (2) of the Act, a notice of termination under section 43 or 45 of the Act, an order under section 46 of the Act and any other instrument purporting to affect the title of all units and common elements comprising a condominium property may describe the property as, "all the units and common elements comprising the property included in" followed by the identification of the plan and a reference to the land registry office for the land titles or registry division in which the plan is registered. O. Reg. 217/79, s. 17.

18. Where, in respect of a unit or two or more units held in common ownership, a land registrar is requested to furnish a certificate of search, a land certificate or a certificate of charge or a land registrar is requested to furnish an abstract, the certificate or abstract shall, in addition to the instruments recorded in the Unit Register or Unit Index, include references to the instruments recorded in the Constitution Index and in the Common Elements and General Index, and, in the case of an abstract, shall include references to the instruments recorded in the Property Abstracts Index commencing with the certificate of title under the *Certification of Titles Act*. O. Reg. 217/79, s. 18.

19. Where, at the time of registration of a declaration and description, the land comprising the condominium property is in an area to which the *Land*

*Titles Act* did not apply, but the application of that Act is subsequently extended to that area, and,

- (a) the land registry office for the land titles division is combined with the land registry office for the registry division, a new loose-leaf Condominium Register shall be established when the first declaration and description are registered in the land registry office for the land titles division and the Condominium Corporations Index previously established shall be continued; or
- (b) the land registry office for the land titles division is not combined with the land registry office for the registry division, no further entry shall be made in the Condominium Corporations Index in that land registry office for that registry division. O. Reg. 217/79, s. 19.

20. The provisions of the *Land Titles Act* and the *Registry Act* and the regulations made thereunder with respect to the dimensions of instruments apply to instruments under the *Condominium Act* except that, a declaration or an amendment thereof or a by-law of a condominium corporation may be prepared on paper not less than eight inches by 10½ inches, and the sheets may be printed on both sides. O. Reg. 217/79, s. 20.

21. Where land or an easement over land is or has been transferred to or acquired by a condominium corporation, and the corporation intends the land or easement to be added to the common elements, the addition may be effected by the registration of a dedication in Form 10, either as a part of the deed, transfer or other instrument, or as a separate instrument and shall be accompanied by a Declaration in Form 11. O. Reg. 1073/80, s. 2.

22. A discharge of a portion of an encumbrance, under subsection 7 (10) of the Act, shall be in a form, having regard to the nature of the encumbrance, sufficient for registration under the *Land Titles Act* or the *Registry Act*, as the case may be, and shall describe the land in accordance with section 17. O. Reg. 217/79, s. 22.

23.—(1) A notice of termination under section 43 of the Act shall be in Form 14.

(2) Where a notice of termination in Form 8 is received for registration, it shall be recorded in the Constitution Index, the Common Elements and General Index, the Unit Register or Unit Index for each of the units included in the condominium property and in the new parcel register or new abstract index under section 27 or 28. O. Reg. 217/79, s. 23 (1, 2).

(3) In recording a notice in Form 14 it shall be sufficient to describe the co-owners in the tenancy in common arising on the registration of the notice as, "all the former unit owners as tenants in common". O. Reg. 217/79, s. 23 (4).

24.—(1) Where the instruments mentioned in subsection 44 (2) of the Act are tendered for registration,

the land registrar shall not receive the transfer or deed for registration unless,

- (a) it appears to be executed by the authorized officers of the corporation under its seal;
- (b) it is accompanied by a release or discharge that appears to be executed by all persons having registered claims against the units and common elements created after the registration of the declaration and description;
- (c) the transfer or deed and every release or discharge is accompanied by such proof as to the execution by, and the age and marital status of every such owner and person, as is required by or under the *Land Titles Act* or the *Registry Act* in the case of a transfer or deed, with respect to the owners, and in the case of a cessation or charge or certificate of discharge of mortgage, with respect to the persons having registered claims; and
- (d) the transfer or deed is accompanied by a certificate signed by the authorized officers of and under the seal of the corporation stating that the sale was authorized by a vote of the owners who at the time of the vote owned 80 per cent of the units. O. Reg. 217/79, s. 24 (1).

(2) A release or discharge under subsection 44 (2) of the Act shall be in Form 15. O. Reg. 731/80, s. 4.

(3) Where a release or discharge to which subsection (1) applies is received for registration,

- (a) where it mentions one or more, but not all, units included in the condominium property, it shall be recorded only in the Unit Register or Unit Index for the unit or units mentioned; or
- (b) where it mentions or applies to all units included in the condominium property, it shall be recorded only in the Common Elements and General Index.

(4) Where a transfer or deed to which subsection (1) applies is received for registration it shall,

- (a) where it relates to a sale of the property, be recorded in the Constitution Index, the Common Elements and General Index, the Unit Register or Unit Index for each of the units included in the condominium property and in the new parcel register or new abstract index under section 27 or 28; or
- (b) where it relates to a sale of a part of the common elements, be recorded only in the Common Elements and General Index and in the new parcel register or new abstract index under section 29. O. Reg. 217/79, s. 24 (2, 3).

25.—(1) A notice of termination under subsection 45 (2) of the Act shall be in Form 16.

(2) A land registrar shall not receive a notice of termination in Form 16 for registration unless,

- (a) it appears to be executed by the authorized officers of the corporation under its seal, and all the persons having registered claims against the units and common elements created after the registration of the declaration and description; and
- (b) it is accompanied by such proof as to the execution by, and the age and marital status of, every such owner or person as is required by or under the *Land Titles Act* or the *Registry Act* in the case of a transfer or deed, with respect to the owners, and in the case of a cessation of charge or certificate of discharge of mortgage, with respect to the persons having registered claims.

(3) Where a notice in Form 16 is received for registration, it shall be recorded in the Constitution Index, the Common Elements and General Index, the Unit Register or Unit Index for each of the units included in the condominium property, and in the new parcel register or new abstract index under section 27 or 28.

(4) In recording a notice in Form 16 it shall be sufficient to describe the executing parties as being the corporation, described by its full name, and owners and claimants as "all the owners and registered claimants", and to describe the co-owners in the tenancy in common arising on the registration of the notice as "all the former unit owners as tenants in common". O. Reg. 217/79, s. 25.

26.—(1) Where an order is made under section 46 of the Act terminating the government of the property by the Act, the order is inoperative in that respect until it is registered.

(2) Where an order of termination is tendered for registration, the registrar shall not receive the order for registration unless the conditions, if any, as to its registration as are contained in the order have been complied with, or until proof thereof is furnished to the land registrar.

(3) Where an order for termination is received for registration, the registrar shall record it in the Constitution Index, the Common Elements and General Index, the Unit Register or Unit Index for each unit included in the condominium property and in the new parcel register or new abstract index under section 27 or 28. O. Reg. 217/79, s. 26.

27. Where a notice of termination under section 43 or 45 of the Act, a transfer of the property under section 44 of the Act or an order for termination under section 46 of the Act is received for registration under the *Land Titles Act*, the land registrar shall open a new parcel register for the property, describing the land as it was described in the Property Parcel Register taking into account any intervening additions to or sale of part of the common elements and,

- (a) in the case of a transfer, describing the owner by his name;
- (b) in the case of a notice, describing the owners as "all the former owners of units included in" the condominium plan; or
- (c) in the case of an order, describing the owner or owners by the method that seems most suitable, having regard to the order; and
- (d) referring to such claims as apply, in accordance with subsection 43 (2) of the Act, subsection 44 (3) of the Act, or subsection 45 (3) of the Act, or in accordance with the order, as the case may be. O. Reg. 217/79, s. 27.

28. Where a notice of termination under section 43 or 45 of the Act, a deed of the property under section 44 of the Act or an order for termination under section 46 of the Act is received for registration under the *Registry Act*, the land registrar shall open under section 77 of that Act a new abstract index for the property, taking into account any addition to or sale of part of the common elements, and shall record therein the notice, deed or order, and shall note in the abstract that the land was previously subject to the *Condominium Act*, noting the identification of the condominium plan. O. Reg. 217/79, s. 28.

29. Where a deed or transfer in respect of a sale of part of the common elements is received for registration,

- (a) under the *Land Titles Act*, the land registrar shall open a new parcel for the part, having regard to subsection 44 (3) of the *Condominium Act*; or
- (b) under the *Registry Act*, the land registrar shall open a new abstract index under section 77 of that Act for the part and shall record therein the deed and shall note therein that the land was previously subject to the *Condominium Act*, noting the identification of the condominium plan. O. Reg. 217/79, s. 29.

30. A notice of lien under subsection 32 (5) of the Act shall be in Form 17. O. Reg. 217/79, s. 30.

## PART II

### GENERAL

31.—(1) A certificate under subsection 32 (8) of the Act shall be in Form 18 and shall be accompanied by the following statements and information:

- 1. A copy of the last annual financial statements of the corporation (audited if available).
- 2. A copy of the corporation's current budget.
- 3. A copy of the corporation's declaration.

4. A copy of the corporation's by-laws.
5. A copy of the corporation's rules.
6. A copy of any management agreement.
7. A copy of all current insurance certificates.

(2) A discharge of a lien under subsection 32 (7) of the Act shall be in Form 19.

(3) The fee that a corporation may charge for the certificate, statements and information referred to in subsection 32 (8) of the Act shall not exceed \$25. O. Reg. 217/79, s. 31.

32. Pursuant to subsection 52 (6) of the Act, a declarant shall provide the following documents with the disclosure statement:

1. A copy of the corporation's declaration or proposed declaration.
2. A copy of the corporation's by-laws or proposed by-laws.
3. A copy of the corporation's rules or proposed rules.
4. A copy of any insurance trust agreement or proposed insurance trust agreement. O. Reg. 217/79, s. 32.

33. The rate of interest under subsections 53 (2) and (3) of the Act on money held in trust under subsection 53 (1) of the Act shall,

- (a) for the six months immediately following the last day of March of each year, be 1 per cent per annum below the rate paid on The Province of Ontario Savings Office savings accounts on the 1st day of April of that year; and
- (b) for the six months immediately following the last day of September of each year, be 1 per cent per annum below the rate paid on The Province of Ontario Savings Office savings accounts on the 1st day of October of that year. O. Reg. 217/79, s. 33.

34.—(1) In this Regulation, "insured" means a purchaser under an agreement of purchase and sale of a proposed condominium unit who has paid money to which section 53 of the Act applies, to a declarant and his successors and assigns.

(2) A policy that insures against loss of any money paid by an insured to a declarant to which section 53 of the Act applies and to loss of any interest payable by a declarant to an insured under that section and that is in accordance with this Regulation is prescribed security for the purposes of clause 53 (1) (b) of the Act.

(3) The premiums payable in respect of a policy shall be paid by the declarant.

(4) A policy shall take effect when it has been executed by the insured and by or on behalf of the insurer and the declarant.

(5) The obligations of an insurer to an insured under a policy shall not be affected by,

- (a) failure of the declarant to pay any premiums owing under the policy;
- (b) failure of the declarant to notify the insurer of the receipt of money to which section 53 of the Act applies from the insured; or
- (c) breach of any term or condition of the policy.

(6) An insurer shall, immediately upon receipt of written notice of a claim by an insured under a policy, provide the insured with forms upon which to make proof of loss.

(7) Where an insurer receives written notice of a claim under subsection (6) he shall pay the insured within sixty days after the right of the insured to payment under the policy has been established.

(8) An insurer shall remain liable under a policy until,

- (a) a deed or transfer of the unit acceptable for registration is delivered to the insured;
- (b) the declarant pays to the insured all money to which section 53 of the Act applies and all interest payable by the declarant to the insured under that section; or
- (c) the insurer pays the insured the amount of the loss.

(9) Where an insurer is required to make a payment under a policy, interest at the rate prescribed under section 33 shall be paid to the insured to the date of payment of the loss.

(10) Where a policy contains a provision that derogates in any manner from any right or benefit conferred on an insured by this Regulation such provision is void to the extent that it derogates from such right or benefit. O. Reg. 217/79, s. 34.

35.—(1) In this section,

- (a) "purchaser" means a purchaser, his successors and assigns under an agreement of purchase and sale of a proposed condominium unit who has paid money, to which section 53 of the Act applies, to a declarant;
- (b) "warranty corporation" means the corporation designated under section 2 of the *Ontario New Home Warranties Plan Act*.

(2) A deposit receipt executed by the warranty corporation providing for compensation to a purchaser is

prescribed security for the purposes of clause 53 (1) (b) of the Act.

(3) A deposit receipt shall constitute prescribed security only if, by the terms of the deposit receipt, the amount which the warranty corporation is liable to pay to a purchaser thereunder is,

- (a) where the amount of money paid by a purchaser to a declarant to which section 53 of the Act applies is \$20,000 or less, the amount so paid; or
- (b) where the amount of money paid by a purchaser to a declarant to which section 53 of the Act applies is greater than \$20,000, \$20,000 or such greater amount as may be provided under the deposit receipt.

(4) Notwithstanding subsection (2), on and after the 31st day of December, 1976, where a deposit receipt establishes a limit on the liability of the warranty corporation, such deposit receipt shall not constitute prescribed security unless it contains a statement to the effect that any amount paid by a purchaser to a declarant in excess of such limit is subject to subsection 53 (1) of the Act.

(5) A purchaser is not liable for the payment to any insurer of any premium payable in respect of a policy of insurance that the warranty corporation takes out to insure its obligation to pay under the deposit receipt.

(6) A deposit receipt shall take effect when it has been executed by a purchaser and by or on behalf of the warranty corporation and by or on behalf of a declarant.

(7) The obligations of the warranty corporation to a purchaser under a deposit receipt shall not be affected by,

- (a) failure of the declarant to comply with any term or condition of his agreement with the corporation;
- (b) failure of a declarant to notify the corporation or its insurer or insurers of the receipt from the purchaser of money to which section 53 of the Act applies;
- (c) failure of the corporation to notify its insurer or insurers of the receipt from the purchaser of money to which section 53 of the Act applies;
- (d) breach of any term or condition of the deposit receipt; or
- (e) breach by a purchaser or declarant of any term or condition of any policy of insurance taken out by the corporation.

(8) The warranty corporation shall, immediately upon receipt of written notice of a claim by a purchaser

under a deposit receipt, provide the purchaser with forms upon which to make proof of loss.

(9) Where the warranty corporation receives written notice of a claim under subsection 8, it shall pay the purchaser within sixty days after the right of the purchaser to payment under the deposit receipt has been established.

(10) The warranty corporation shall remain liable under a deposit receipt until,

- (a) a deed or transfer of the unit acceptable for registration is delivered to the purchaser;
- (b) the declarant pays to the purchaser all money to which section 53 of the Act applies; or
- (c) the warranty corporation pays to the purchaser the amount of any loss to the extent of the corporation's liability.

(11) Where the warranty corporation is required to make a payment under a deposit receipt, interest at the rate prescribed by section 33 shall be paid to the purchaser to the date of payment of the loss.

(12) Where a deposit receipt contains a provision that derogates in any manner from any right or benefit conferred on a purchaser by this Regulation such provision is void to the extent that it derogates from such right or benefit. O. Reg. 217/79, s. 35.

36. The following are exempted from the provisions of section 59 of the Act,

- (a) co-operative housing corporations incorporated under the *Co-operative Corporations Act* or any predecessor thereof or under any other similar legislation of Canada or any province of Canada, the main purpose and activity of which is the provision of housing for its members; and
- (b) any person offering for sale any interest in land together with a grant of exclusive occupancy or use for residential purposes of part of a building where the interest and grant constitute a security under the *Securities Act*, and,
  - (i) a preliminary prospectus and a prospectus have been filed with respect to the offering and receipts therefor obtained from the Director under the *Securities Act*, or
  - (ii) the offering is exempt from the prospectus requirements of the *Securities Act*. O. Reg. 217/79, s. 36.

Form 1

*Condominium Act*

CONDOMINIUM CORPORATIONS INDEX

(Name of Land Titles or Registry Division)

Registration No. of Declaration	Date of Registration	Name and Address of Corporation	Consecutive Number (Name) Condominium Corporation No. Address for Service etc.	Land (Note whether Registry or Land Titles)

O. Reg. 217/79, Form 1.

Form 2

*Condominium Act*

PROPERTY PARCEL REGISTER

Property Parcel	..... Condominium Plan No. ....
Formerly Parcel.....  (marginal notes)	<p>Recording Instructions:</p> <ol style="list-style-type: none"><li>1. Make the usual entry of ownership, description of land, encumbrances, etc., in respect of the property and the owners by whom the declaration and description are registered.</li><li>2. Make an entry of the declaration and description, giving registration numbers and date and the numbers of the units included in the condominium property.</li><li>3. Make an entry to the effect that subsequently registered instruments dealing with the common elements are recorded in the Common Elements and General Index.</li><li>4. Re-enter each unit in the previously established Unit Register (Form 5) on the registration of a transfer or charge of one or more but not all units from the owner by whom the declaration and description were registered.</li></ol>

O. Reg. 217/79, Form 2.

Form 3

*Condominium Act*

CONSTITUTION INDEX

(Name of Condominium Corporation)

(Identification of condominium plan)

Registration No.	Registration Date	Nature of Instrument	Remarks

NOTE: This index is to be used exclusively for recording the declaration and description and the by-laws of the condominium corporation and amendments thereto.

O. Reg. 217/79, Form 3.

Form 4

*Condominium Act*

COMMON ELEMENTS AND GENERAL INDEX

..... CONDOMINIUM PLAN No. ....

(to be printed  
in index)

NOTICE: INSTRUMENTS AFFECTING OWNERSHIP OF INTERESTS IN  
COMMON ELEMENTS, AS APPURTENANT TO UNITS, ARE  
RECORDED IN THE UNIT REGISTERS (OR INDEXES)

NOTE: The remainder of this Form is to follow the authorized parcel register form for land in the land titles system or abstract index form for land in the registry system.

O. Reg. 217/79, Form 4.

Form 5

*Condominium Act*

UNIT REGISTER OR INDEX

Unit (No.) Level (No.)

..... CONDOMINIUM PLAN No. ....

(to be printed  
in register or  
index)

NOTICE: SEE THE CONSTITUTION INDEX FOR THE DECLARATION,  
BY-LAWS, ETC., AND THE COMMON ELEMENTS AND GENERAL  
INDEX FOR INSTRUMENTS AFFECTING THE COMMON ELE-  
MENTS AND ALL UNITS AND THE PROPERTY PARCEL REGIS-  
TER (OR PROPERTY ABSTRACT INDEX) FOR PRIOR TITLE.

NOTE: The remainder of this Form is to follow the authorized parcel register form for land in the land titles system or abstract index form for land in the registry system.

O. Reg. 217/79, Form 5.

## Form 6

*Condominium Act*

## PROPERTY ABSTRACT INDEX

..... CONDOMINIUM PLAN No. ....

## ABSTRACT INDEX OF PRIOR TITLE

Registration No.	Instrument	Date of Instrument	Registration Date	Grantor	Grantee	Consideration etc.	Land and Remarks

Recording Instructions: Here reabstract the certificate of title under the *Certification of Titles Act* and all registered instruments mentioned in schedules B and C thereof, the declaration and description and all intervening registrations.

O. Reg. 217/79, Form 6.

Form 7

Condominium Act

CONSENT UNDER SECTION 3 (1) (b) OF THE ACT

..... having a registered mortgage within the meaning of clause 3 (1) (b) of the *Condominium Act* registered as Number ..... in the Land Registry Office for the Land Titles (or Registry) Division of ....., hereby consents to the registration of this declaration pursuant to the *Condominium Act* against the land or interests appurtenant to the land described in the description.

Dated at.....  
this.....day of  
....., 19...

.....  
.....

O. Reg. 217/79, Form 7.

Form 8

Condominium Act

AMENDMENT TO DECLARATION

PURSUANT to a by-law registered as Number ..... in the Land Registry Office for the Land Titles (or Registry) Division of ..... Condominium Corporation No. ....  
HEREBY AMENDS its declaration registered as Number ..... in the said Land Registry Office as follows:

The names of all owners and all persons having registered mortgages against the units and common interests on the date the by-law was registered are set out in Schedule A hereto.

The consents of all owners and all persons having registered mortgages against the units and common interests are included in Schedule B hereto.

Witness the seal of the Corporation duly affixed by the authorized officers of the Corporation at  
..... this.....day of....., 19...

.....  
(corporate seal)  
.....  
(signatures)

Schedule A

The following are the names of all owners and all persons having registered mortgages against the units and common interests of.....Condominium Corporation No.....on the  
.....day of....., 19...

(NOTE: Names are to be listed according to unit and level numbers in consecutive numerical order.)

Schedule B

CONSENT TO AMENDMENT

.....being the registered owner of or having a registered mortgage against Unit (Number) level (Number) of (identification of condominium plan) registered in the Land Registry Office for the Land Titles (or Registry) Division of.....hereby consent to the amendment to the declaration of the Corporation set out in the by-law of the Corporation registered as Number.....in the said Land Registry Office.

Dated at.....this.....day of....., 19...

.....  
(signature)

O. Reg. 217/79, Form 8.

Form 9

Condominium Act

SOLEMN DECLARATION IN RESPECT OF AMENDMENTS TO CONDOMINIUM DECLARATION  
IN THE MATTER OF AN AMENDMENT TO THE DECLARATION OF .....  
CONDOMINIUM CORPORATION NO. ....

I, ..... solemnly declare as follows:

1. I am the secretary (or other authorized officer) of ..... Condominium Corporation No. ....
2. A by-law authorizing the attached amendment was registered on the .... day of ....., 19 .... as No. .... in the Land Registry Office for the Land Titles (or Registry) Division of .....
3. The names of all owners and all persons having registered charges (or mortgages) against the units and common interests of the date the by-law was registered are set out in Schedule A to the amendment.
4. The consents of all owners and all persons having registered charges (or mortgages) against the units and common interests are included in Schedule B to the amendment.
5. The persons whose consents are included in Schedule B are the persons whose names are set out in Schedule A (except as follows):

AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

DECLARED BEFORE ME

at the City of .....  
in the ..... of .....  
this ..... day of ....., 19....  
.....

Form 10

*Condominium Act*

DEDICATION OF ADDITIONAL LAND TO COMMON ELEMENTS

The Board of the hereinbefore mentioned ..... Condominium Corporation  
No. .... hereby dedicates the hereinbefore (or hereinafter) described easement or land as an addition to the  
common elements of ..... Condominium Plan No. ....

(If this dedication is to be registered as a separate instrument, insert a description of the easement or land sufficient  
for registration, and refer to the registration number of the instrument by which it was transferred to or acquired by  
the corporation).

Witness the seal of the Corporation duly affixed by the authorized officers of the Corporation at  
..... this ..... day of ....., 19...

..... (Corp.  
Seal)  
.....  
signature(s)

O. Reg. 1073/80, s. 3, *part.*

Form 11

*Condominium Act*

SOLEMN DECLARATION IN RESPECT OF ADDITION  
TO COMMON ELEMENTS

IN THE MATTER OF AN ADDITION TO THE COMMON ELEMENTS OF .....  
CONDOMINIUM PLAN NO. ....

I, ..... solemnly declare as follows:

1. I am the secretary (*or other authorized officer*) of ..... Condominium Corporation  
No. ....
2. A vote under subsection 38 (1) of the *Condominium Act*, was obtained in favour of the acquisition and  
dedication of the subject easement or land.
3. The acquisition is:  
  
a substantial addition to the common elements and an 80 per cent vote was obtained  
or  
not a substantial addition to the common elements and a majority vote of owners was obtained.

AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same  
force and effect as if made under oath.

DECLARED BEFORE ME

at the City of .....  
in the ..... of .....  
this ..... day of ....., 19...

O. Reg. 1073/80, s. 3, *part.*

## Form 12

*Condominium Act*CHANGE OF ADDRESS FOR SERVICE UNDER  
SECTION 7 (3) OF THE ACT

TAKE NOTICE that ..... Condominium Corporation No. .... has by resolution duly passed by the Board of Directors on the ..... day of ....., 19.. changed its address for service to:

.....

.....

Dated:

Signed: .....  
Secretary or other authorized officer

O. Reg. 217/79, Form 11.

## Form 13

*Condominium Act*

## CERTIFICATE

..... Condominium Corporation No. .... hereby certifies that the By-law Number ..... attached hereto was made in accordance with the *Condominium Act*, being Chapter 84 of the Revised Statutes of Ontario, 1980 and any amendments thereto, the Declaration and the By-laws of the Corporation, and that the said By-law Number ..... has not been amended and is in full force and effect.

Dated at the ..... in ..... this ..... day of ....., 19...

CONDOMINIUM CORPORATION NO.:

By .....  
(secretary)

(seal)

O. Reg. 217/79, Form 12.

## Form 14

*Condominium Act*

## NOTICE OF TERMINATION UNDER SECTION 43 OF THE ACT

.....  
(name of Condominium Corporation)

HEREBY GIVES NOTICE under subsection 43 (1) of the *Condominium Act*, that,

1. The board of directors of the Corporation did on the ..... day of ....., 19... determine that substantial damage to 25 per cent of the building occurred on the ..... day of ....., 19...

2. On a vote, on the ..... day of ....., 19..., the owners who at that time owned 80 per cent of the units voted for termination.

3. This notice is given in respect of the property included in ..... Condominium Plan No. .... registered in the Land Registry Office for the Land Titles (or Registry) Division of ..... (see Form 7).

4. Upon registration of this notice, subsection 43 (2) of the *Condominium Act* applies.

Witness the seal of the Corporation duly affixed by the authorized officers of the Corporation at

..... this ..... day of ....., 19...

.....

(Corp.  
seal)

.....

(signatures)

O. Reg. 217/79, Form 13.

Form 15

*Condominium Act*

RELEASE OR DISCHARGE OF CLAIM UNDER  
SECTION 44 (2) OF THE ACT

I, (We) ..... the chargee(s) (*or as the case may be*) under a charge (*or as the case may be*)  
registered in the Land Registry Office for the Land Titles (*or Registry*) Division of ..... as No.  
..... against Unit ..... Level ..... of ..... Condominium Plan No. .... (*or, as  
the case may be*), under subsection 44 (2) of the *Condominium Act*, hereby release (*or discharge*) my (our) claim in  
respect of the condominium property (*or that part of the common elements described, etc.*  
.....).

.....

Date

.....

signature(s)

.....

(seal, if corporation)

.....

Witness (where executing  
party is not a corporation)

O. Reg. 1073/80, s. 3, *part*.

Form 16

*Condominium Act*

NOTICE OF TERMINATION UNDER SECTION 45 (2) OF THE ACT

WE ..... and the undersigned, being all the persons having registered  
(name of condominium corporation)  
claims against the property created after the registration of the declaration and description,  
HEREBY GIVE NOTICE under subsection 45 (2) of the *Condominium Act*, that, by a vote on the  
..... day of ....., 19... the owners who at that time owned 80 per cent of the  
units authorized the termination of the government by the *Condominium Act*, of the property included  
in (identification of Condominium Plan) registered in the Land Registry Office for the Land Titles  
(*or Registry*) Division of ..... (see Form 7).

AND THAT all the persons having registered claims, as aforesaid, having consented, upon the registra-  
tion of this notice, subsection 45 (3) of the *Condominium Act*, applies.

Witness the seal of the Corporation duly affixed by the authorized officers of the Corporation at  
..... this ..... day of ....., 19...

..... (Corp.  
seal)  
.....  
(signatures)

REGISTERED CLAIMANTS

(Witness)

.....  
(signature of individual)

(NAME AS REGISTERED IN PRINT)  
RE: UNIT (NO.) LEVEL (NO.)  
(or RE: ALL UNITS AND COMMON ELEMENTS)

(Corp. seal)

(signatures of officers of corporate claimant)

(NAME OF CORPORATE CLAIMANT IN PRINT)  
RE: UNIT (NO.) LEVEL (NO.)  
(or RE: ALL UNITS AND COMMON ELEMENTS)

O. Reg. 217/79, Form 14.

Form 17

*Condominium Act*

NOTICE OF LIEN UNDER SECTION 32 (5) OF THE ACT

.....  
(Name of Condominium Corporation)

HEREBY GIVES NOTICE that it has a lien under the *Condominium Act* against Unit (No.), Level (No.) of (identification of Condominium plan), registered in the Land Registry Office for the Land Titles (or Registry) Division of ..... and the common interest appurtenant thereto for unpaid common expenses for the amount of \$...... at the date hereof and for such further amounts as are hereafter not paid when they become due.

Upon payment of the amount outstanding at any time and upon demand, the Corporation will give the owner a discharge of the lien in the prescribed form.

The lien does not secure payments of common expenses which became due more than three months before the date of registration of this notice.

Witness the seal of the Corporation duly affixed by the authorized officers of the Corporation at  
..... this ..... day of ....., 19...

..... (Corporate Seal)  
.....  
(signatures)

O. Reg. 217/79, Form 15.

Form 18

Certificate # .....

Condominium Act

CERTIFICATE

(under section 32 (8) of the *Condominium Act*)

Name of Condominium Corporation

Current Mailing Address:

Current Address for Service:

(hereinafter referred to as the "Corporation")

The Corporation hereby certifies that as of the date hereof:

1. The owner of unit ..... level ..... (suite ..... address .....)  
of (*identification of Condominium plan*), registered in the Land Registry Office for the Land Titles  
(or Registry) Division of ..... is not in default in the payment of common  
expenses;

OR

The owner ..... is in default in the payment of common expenses  
in the amount of \$..... (if applicable: and a notice of lien has been registered against  
this unit);

2. The amount of \$..... in prepaid common expenses stands to the credit of the said owner  
in the corporation's record (if applicable);
3. A payment on account of common expenses of \$..... is due on (*next due date*) for the  
period (*date*) to (*date*);
4. The current budget (a copy of which is attached hereto) is accurate and may result in a surplus  
of \$..... or may result in a deficit of \$.....

(strike out where not applicable)

5. The corporation's reserve fund(s) amounts to \$..... as of .....  
(date)
6. The Corporation has no knowledge of any circumstances that may result in an increase in the  
common expenses for the said unit; (where applicable add: except (here give particulars of any potential  
increase including any special assessment and the reason for it) );
7. The Corporation is not presently a party to any legal action (where applicable add: except (here  
give brief particulars of any action to which the Corporation is a party) );
8. The Corporation is (is not) presently considering any substantial addition, alteration or improve-  
ment to or renovation of the common elements or any substantial change in the assets of the  
corporation (give particulars of the proposed substantial change);
9. The Corporation has secured all policies of insurance that are required under the provisions of  
the *Condominium Act*;

10. The property manager is .....  
(full name, address and telephone number)

11. The Directors and Officers of the Corporation are as follows:

Name	Address	Position
------	---------	----------

Dated at ....., this ..... day of

....., 19.....

signatures .....  
and .....  
position held .....

(corporate seal)

Pursuant to the provisions of the Act and the Regulations the Corporation may charge a fee not to exceed \$25 for this Certificate and the accompanying statements and information.

(NOTE: Such other information may be included in the Certificate as the Corporation considers appropriate).

This Certificate shall be accompanied by the following statements and information:

1. A copy of the last annual financial statements of the corporation (audited if available).
2. A copy of the corporation's current budget.
3. A copy of the corporation's declaration.
4. A copy of the corporation's by-laws.
5. A copy of the corporation's rules.
6. A copy of any management agreement.
7. A copy of all current insurance certificates.

O. Reg. 217/79, Form 16.

**Form 19**

*Condominium Act*

**DISCHARGE OF LIEN UNDER SECTION 32 (7) OF THE ACT**

..... having received payment of the amount mentioned in the notice of lien registered as No. .... in respect of UNIT (No.) LEVEL (No.) of (identification of condominium plan) registered in the Land Registry Office for the Land Titles (or

Registry) Division of ..... (see Form 7), pursuant to subsection 32 (7) of the *Condominium Act* hereby discharge the said UNIT from the said lien.

Witness the seal of the Corporation duly affixed by the authorized officers of the Corporation at

....., this ..... day of ....., 19...

.....

(Corp.  
seal)

.....

(signatures)

O. Reg. 217/79, Form 17.

## Schedule 1

COLUMN 1	COLUMN 2
Registry or Land Titles Division (see Note 1)	Component of name of Corporation and Plan
1. Algoma (No. 1) (L.T.)	1. Algoma
2. Brant (No. 2)	2. Brant
3. Bruce (No. 3) (L.T.)	3. Bruce
4. Cochrane (No. 6) (L.T.)	4. Cochrane
5. Dufferin (No. 7)	5. Dufferin
6. Dundas (No. 8)	6. Dundas
7. Port Hope (No. 9) (L.T.)	7. Port Hope
8. Newcastle (No. 10) (L.T.)	8. Newcastle
9. Elgin (No. 11) (L.T.)	9. Elgin
10. Essex (No. 12) (L.T.)	10. Essex
11. Frontenac (No. 13)	11. Frontenac
12. Glengarry (No. 14)	12. Glengarry
13. Grenville (No. 15)	13. Grenville
14. Grey North (No. 16)	14. Grey
15. Grey South (No. 17)	15. Grey South
16. Haldimand (No. 18)	16. Haldimand
17. Haliburton (No. 19)	17. Haliburton
18. Halton (No. 20) (L.T.)	18. Halton
19. Hastings (No. 21) (L.T.)	19. Hastings
20. Huron (No. 22)	20. Huron
21. Kenora (No. 23) (L.T.)	21. Kenora
22. Kent (No. 24)	22. Kent
23. Lambton (No. 25)	23. Lambton
24. Lanark North (No. 26)	24. Lanark North
25. Lanark South (No. 27)	25. Lanark
26. Leeds (No. 28)	26. Leeds
27. Lennox (No. 29)	27. Lennox
28. Manitoulin (No. 31) (L.T.)	28. Manitoulin
29. Middlesex East (No. 33) (L.T.)	29. Middlesex
30. Middlesex West (No. 34) (L.T.)	30. Middlesex West
31. Muskoka (No. 35) (L.T.)	31. Muskoka
32. Niagara North (No. 30) (L.T.)	32. Niagara North
33. Niagara South (No. 59) (L.T.)	33. Niagara South
34. Nipissing (No. 36) (L.T.)	34. Nipissing
35. Norfolk (No. 37)	35. Norfolk
36. Northumberland East (No. 38)	36. Northumberland East
37. Northumberland West (No. 39)	37. Northumberland
38. Durham (No. 40) (L.T.)	38. Durham
39. Ottawa-Carleton (No. 4) (L.T.)	39. Carleton
40. Oxford (No. 41) (L.T.)	40. Oxford
41. Parry Sound (No. 42) (L.T.)	41. Parry Sound
42. Peel (No. 43) (L.T.)	42. Peel
43. Perth (No. 44)	43. Perth
44. Peterborough (No. 45) (L.T.)	44. Peterborough
45. Prescott (No. 46) (L.T.)	45. Prescott
46. Prince Edward (No. 47)	46. Prince Edward
47. Rainy River (No. 48) (L.T.)	47. Rainy River
48. Renfrew (No. 49)	48. Renfrew
49. Russell (No. 50) (L.T.)	49. Russell
50. Simcoe (No. 51) (L.T.)	50. Simcoe
51. Stormont (No. 52)	51. Stormont
52. Sudbury (No. 53) (L.T.)	52. Sudbury
53. Thunder Bay (No. 55) (L.T.)	53. Thunder Bay
54. Timiskaming (No. 54) (L.T.)	54. Timiskaming
55. Toronto & York South (No. 66) (L.T.)	55. Metropolitan Toronto
56. Victoria (No. 57)	56. Victoria
57. Waterloo North (No. 58)	57. Waterloo North (No. 58)
58. Waterloo South (No. 67)	58. Waterloo South (No. 67)

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59. Wellington North (No. 60)	59. Wellington North
60. Wellington South (No. 61)	60. Wellington
61. Wentworth (No. 62) (L.T.)	61. Wentworth
62. York North (No. 65) (L.T.)	62. York Region

NOTE: "L.T." indicates that the division is a Land Titles division.

O. Reg. 217/79, Schedule 1; O. Reg. 636/79, s. 1; O. Reg. 808/80, s. 2.

## REGULATION 122

### under the Condominium Act

#### SURVEYS AND THE DESCRIPTION

##### 1. In this Regulation,

- (a) "exclusive use portion" means a part of the common elements that is to be used by the owners of one or more designated units and not by all the owners;
- (b) "plan sheets" means,
  - (i) the plans that comprise the description specified in section 4 of the Act, or
  - (ii) the plans showing exclusive use portions;
- (c) "structural plans" means,
  - (i) copies of the architectural and engineering drawings prepared for a condominium project, revised to show all changes made to the date of registration, or
  - (ii) plans comparable to architectural drawings containing sufficient information to enable the construction of the building therefrom, where the copies of the original drawings referred to in subclause (i) are unavailable or are inadequate for purposes of construction,

mechanically reproduced on such translucent material as the examiner approves. O. Reg. 933/78, s. 1.

2.—(1) Every exterior angle of the property of a condominium shall be defined in the survey by,

- (a) a Standard Iron Bar;
- (b) a Rock Bar; or
- (c) a Rock Post,

as defined in section 1 of Regulation 927 of Revised Regulations of Ontario, 1980, made under the *Surveys Act*.

(2) Walls, floors, ceilings or other physical features shall be adopted as the survey monuments that control the boundaries of units or exclusive use portions where the boundaries are located within the building or within 6 metres from a building situated on the condominium property.

(3) Except as provided in subsection (2), an angle in the boundary of a unit or exclusive use portion shall be defined by,

- (a) an Iron Bar; or
- (b) a Rock Post,

as defined in section 1 of Regulation 927 of Revised Regulations of Ontario, 1980 made under the *Surveys Act*.

(4) Notwithstanding subsection (3), monumentation of exclusive use portions under subsection (3) may be limited to the angles on the exterior boundaries of tiers of exclusive use portions.

(5) Regulation 927 of Revised Regulations of Ontario, 1980, except sections 3 to 10, applies to condominium projects. O. Reg. 933/78, s. 2.

3.—(1) The monuments referred to in subsection 2 (2) and the relationship of the boundaries of units thereto shall be described fully in a schedule to the declaration and reference to the schedule shall be included on the plan sheets designating the units.

(2) The schedule to the declaration referred to in subsection (1) shall be signed by the surveyor to verify that the written description of the monuments and boundaries corresponds with the boundary specifications referred to in subsection (4).

(3) The diagrams required under clause 4 (1) (d) of the Act shall be shown on the plan sheets designating the units or on a separate plan sheet.

(4) The unit boundary specifications required under clause 4 (1) (c) of the Act shall be shown on cross-sections either on the plan sheets designating the units or on a separate plan sheet. O. Reg. 933/78, s. 3.

4.—(1) The levels of a condominium shall be numbered consecutively, in ascending order, beginning with the number "1" except that plans of levels below level 1 shall be lettered in descending order in alphabetic sequence beginning with the letter "A".

(2) The plan sheet of each level shall be designated by the word "Level" together with the number or letter.

(3) Where the floor plans of two or more levels are the same, only one plan sheet is required for those levels.

(4) The plan sheet number and the total number of plan sheets shall be indicated on each plan sheet.

(5) Notwithstanding subsection 13 (3),

- (a) section 10 and section 20 of Regulation 898 of Revised Regulations of Ontario, 1980 do not apply to plan sheets other than the plan sheet required by clause 4 (1) (a) of the Act; and
- (b) subsection 13 (2) and section 15 of Regulation 898 of Revised Regulations of Ontario, 1980 do not apply to units and exclusive use portions where they are defined in relation to the buildings. O. Reg. 933/78, s. 4.

5.—(1) Every unit shall be designated on a plan sheet by the word "UNIT" followed by a number, and the units shall be numbered consecutively beginning with the number "1" on each level, and there shall not be more than one unit designated on each level by the same number.

(2) Exclusive use portions shall be designated on a separate plan of survey by numbers or letters or by numbers and letters.

(3) Subsection (2) does not apply to exclusive use portions that are balconies, where the balconies are shown clearly by light lines of uniform width, which may be broken, on a plan sheet referred to in subsection (1). O. Reg. 933/78, s. 5.

6. Subject to subsection 5 (3), the limits of units, common elements and exclusive use portions shall be shown on the plan sheets by solid lines heavier than the lines referred to in section 10 of Regulation 898 of Revised Regulations of Ontario, 1980. O. Reg. 933/78, s. 6.

7.—(1) The plan sheet required under clause 4 (1) (a) of the Act and the plan sheets designating the units shall,

- (a) where any unit is designated, be certified on the plan by the surveyor in Form 1;
- (b) show Form 2 in the upper right corner;
- (c) show Form 2 of Regulation 898 of Revised Regulations of Ontario, 1980 immediately below Form 2;
- (d) show Form 3 immediately below Form 2 of Regulation 898 of Revised Regulations of Ontario, 1980;
- (e) show below Form 3 the following notation:

"Declaration registered as Number . . . . ."; and

(f) be endorsed by each owner in Form 4.

(2) Plan sheets of exclusive use portions shall be certified by the surveyor in Form 5. O. Reg. 933/78, s. 7.

8. A section or perspective drawing, sufficiently accurate to portray the vertical relationship of all levels, shall be drawn on the plan sheet required under clause 4 (1) (a) of the Act and on each plan sheet designating units or exclusive use portions. O. Reg. 933/78, s. 8.

9. All easements and similar interests that are appurtenant to the land that are included in the property, and easements and similar interests to which the property is subject shall be indicated in broken outline and lettering, on the plan sheet required under clause 4 (1) (a) of the Act, and shall further be set out in Form 6 below the registration and approval certificates. O. Reg. 933/78, s. 9.

10. When the description is submitted to the examiner for approval one set of paper prints of the structural plans and a copy of the proposed declaration shall be submitted in addition to the requirements of subsection 3 (5) of Regulation 898 of Revised Regulations of Ontario, 1980. O. Reg. 933/78, s. 10.

11.—(1) At the time of registration of the description there shall be delivered to the Land Registrar,

- (a) the original description;
- (b) three duplicates of the description; and
- (c) one set of paper prints of the structural plans,

and the Land Registrar shall,

- (d) endorse the particulars of registration of the description on the original and the duplicates in Form 2;
- (e) retain the original and one duplicate of the description and the paper prints of the structural plans;
- (f) transmit one duplicate of the description to the clerk of the local municipality in which the land is situate; and
- (g) transmit one duplicate of the description to the Regional Office of the Assessment Division of the Ministry of Revenue.

(2) A duplicate of the description shall be a mechanically reproduced copy on such material and by such process as the examiner approves.

(3) For the purposes of clauses (1) (a), (b), (d), (e), (f) and (g), the description does not include the structural plans. O. Reg. 933/78, s. 11.

12.—(1) An amendment to a registered description referred to in clause 4 (1) (a), (b), (c), (d) or (f) of the Act or a plan sheet of exclusive use portions may be made by registering the amendment and an amendment to the registered declaration that relates to the amendment to the description shall be registered at the same time.

(2) Subsections 24 (2) and (3) of the Act apply to an amendment made under subsection (1) of this section but do not apply to an amendment made under subsection 3 (6) of the Act.

(3) A registered amendment to a description shall for all purposes be substituted for the portion of the description so amended.

(4) The original portion of a registered description that is superseded by a registered amendment thereto,

(a) shall be marked to show that an amendment has been registered in substitution therefor; and

(b) shall be retained in the land registry office and be made available for inspection when required.

(5) An amendment to a description shall be integrated with the description, but shall be clearly marked to show,

(a) that it is an amendment; and

(b) the date of its registration.

(6) Such entries shall be made in the condominium register as are required to reflect an amendment to the description. O. Reg. 933/78, s. 12.

13.—(1) This Regulation applies to descriptions and amendments to descriptions where the description or amendment is executed on or after the 1st day of February, 1979.

(2) Section 1 of Regulation 898 of Revised Regulations of Ontario, 1980 extends to the interpretation of this Regulation.

(3) Sections 1 to 16 and 18 to 23 of Regulation 898 of Revised Regulations of Ontario, 1980 apply with necessary modifications to descriptions and amendments thereto to which subsection (1) applies. O. Reg. 933/78, s. 13 (1-3).

(4) Notwithstanding subsection (3), Regulation 898 of Revised Regulations of Ontario, 1980 does not apply to structural plans. O. Reg. 933/78, s. 13 (5).

Form 1

Condominium Act

SURVEYOR'S CERTIFICATE

I hereby certify that the buildings have been constructed and that the diagrams of the units shown on this plan are substantially accurate and substantially in accordance with the structural plans.

.....  
(date) (signature)

.....  
(name in print)

Ontario Land Surveyor  
O. Reg. 933/78, Form 1.

Form 2

Condominium Act

CERTIFICATE OF REGISTRATION

.....  
(name)

CONDOMINIUM PLAN NO. ....  
LEVEL - (or LEVELS.....to.....)  
UNIT - (or UNITS.....to.....)

Registered in the Land Registry Office for the  
(Registry) (Land Titles) Division of.....  
at ..... o'clock on the ..... day of  
....., 19....

.....  
(Signature)  
Land Registrar

O. Reg. 933/78, Form 2.

Form 3

Condominium Act

SURVEYOR'S CERTIFICATE

I certify that:

1. This survey and plan are correct and in accordance with the *Surveys Act* and  
.....  
(name of appropriate Act)  
and the regulations made thereunder.

2. The survey was completed on the  
day of ..... , 19...

.....  
(date) (signature)

.....  
(name in print)

Ontario Land Surveyor  
O. Reg. 933/78, Form 3.

Form 4

*Condominium Act*

OWNER'S CERTIFICATE

This is to certify that the property included in  
this plan has been laid out into units and  
common elements in accordance with my (our)  
instructions.

Dated at.....

this ..... day of ..... ,  
19...

.....  
(Signature)

.....  
(name in print)

O. Reg. 933/78, Form 4.

Form 5

*Condominium Act*

SURVEYOR'S CERTIFICATE

I hereby certify that this plan of survey accurately  
shows the extent and location of the exclusive  
use portions of the common elements.

.....  
(date) (signature)

.....  
(name in print)

Ontario Land Surveyor  
O. Reg. 933/78, Form 5.

Form 6

*Condominium Act*

SCHEDULE OF APPURTENANT AND SERVIENT INTERESTS (Pursuant to section 4 (1) (f) of the <i>Condominium Act</i> )			
	Part	Plan	Described In
TOGETHER WITH (APPURTENANT INTERESTS)			
SUBJECT TO (SERVIENT INTERESTS)			

O. Reg. 933/78, Form 6.

## REGULATION 123

### under the Conservation Authorities Act

#### CONSERVATION AREAS— AUSABLE-BAYFIELD

##### INTERPRETATION

#### 1. In this Regulation,

- (a) "Authority" means the Ausable-Bayfield Conservation Authority;
- (b) "conservation area" means an area consisting of one parcel or, where two or more parcels are contiguous, the contiguous parcels of land owned by the Authority;
- (c) "Secretary-Treasurer" means Secretary-Treasurer of the Authority;
- (d) "vehicle" means a vehicle as defined in the *Highway Traffic Act*. O. Reg. 317/73, s. 1.

2. This Regulation applies to the use by the public of conservation areas and the works, vehicles, boats, services and things of the Authority. O. Reg. 317/73, s. 2.

3. Any person authorized to issue any permit required by this Regulation may refuse to issue such permit where, in the opinion of the issuer, to do so would not be in the interest of,

- (a) the best, safest and most orderly use of the conservation area by the public; or
- (b) the best administration of the conservation area, having regard to the conservation, restoration and development of the natural resources of the conservation area. O. Reg. 317/73, s. 3.

#### 4. No person shall,

- (a) deface, remove or damage any property in a conservation area;
- (b) remove, injure or destroy any tree, shrub, plant, flower or growing thing or any soil, rock or other material in a conservation area;
- (c) kill, trap, hunt, pursue or in any manner disturb or cause to be disturbed any wild bird or animal within a conservation area except,

- (i) under the authority of a permit issued by the Secretary-Treasurer, and

- (ii) in an area designated by the Authority for the purpose;

- (d) be in possession of or fire or discharge any torpedo, rocket or other fireworks of any type or kind in a conservation area; or

- (e) perform any act that causes or is likely to cause a danger for other persons using a conservation area. O. Reg. 317/73, s. 4.

5. No person shall abandon any refuse or other object or material within a conservation area except in receptacles or pits provided by the Authority for the purpose. O. Reg. 317/73, s. 5.

6. No person shall erect, post, paste, fasten, paint or affix any placard, bill, notice or sign in a conservation area unless a permit therefor is first obtained from the Secretary-Treasurer. O. Reg. 317/73, s. 6.

7.—(1) No person shall bring a horse, cow or other animal into a conservation area except under the authority of a permit therefor issued by the Secretary-Treasurer.

(2) No person shall permit a dog, cat or other pet to be in a conservation area unless,

- (a) the dog, cat or other pet is secured by a leash that does not exceed six feet in length; or
- (b) a permit therefor has been issued by the Secretary-Treasurer.

(3) No person shall permit a dog, cat or other pet to be in any place set aside for wading, bathing or swimming. O. Reg. 317/73, s. 7.

#### 8. No person shall,

- (a) sell or offer for sale any article or service;
- (b) advertise or carry on any business or commercial enterprise; or
- (c) beg or solicit charity,

within a conservation area except under the authority of a permit therefor issued by the Secretary-Treasurer. O. Reg. 317/73, s. 8.

9. No person shall bring a show of any kind or any equipment for entertainment into a conservation area except under the authority of a permit

therefor issued by the Secretary-Treasurer. O. Reg. 317/73, s. 9.

10. Except under the authority of a permit therefor issued by the Secretary-Treasurer, no person shall conduct a public meeting or perform any act that causes persons to congregate or is likely to cause persons to congregate in a conservation area. O. Reg. 317/73, s. 10.

11. No person shall wade, bathe or swim in a conservation area except at such times and at such places as are designated by the Authority for the purpose. O. Reg. 317/73, s. 11.

12. No person shall use a watercraft fitted with any type of motor in the Morrison Dam or Parkhill conservation areas. O. Reg. 317/73, s. 12.

13.—(1) No person shall light or maintain a fire in a conservation area in a place other than a fire-place or other designated area provided by the Authority for the purpose.

(2) No person who lights a fire in a conservation area shall leave the fire unattended or leave the site of the fire before the fire is completely extinguished. O. Reg. 317/73, s. 13.

14. Except in conservation areas that have been designated and posted by the Authority for hunting or archery, no person other than a peace officer shall possess an air-gun, fire-arm, sling-shot or archery equipment in a conservation area. O. Reg. 317/73, s. 14.

15. No person shall occupy a camp-site except under the authority of a permit issued by the Secretary-Treasurer. O. Reg. 317/73, s. 15.

16.—(1) Sections 115, 121, 122 and 127 of the *Highway Traffic Act* apply to the operation of vehicles on roads under the jurisdiction of the Authority.

(2) No person shall,

(a) operate a vehicle within a conservation area except on a roadway or other place set aside by the Authority for the purpose;

(b) operate a vehicle at a speed in excess of twenty miles per hour on any road under the jurisdiction of the Authority;

(c) park a vehicle within a conservation area in a place other than one that has been set aside by the Authority for the purpose; or

(d) operate a public commercial vehicle, as defined in the *Public Commercial Vehicles Act*, within a conservation area for commercial purposes except for the purpose of making deliveries within the conservation area.

(3) An officer may direct traffic and in cases of fire, accident, traffic congestion or other emergency, may direct it into such channels as are necessary to prevent or relieve congestion or give rights of way.

(4) Every person shall obey any direction given under subsection (3). O. Reg. 317/73, s. 16.

17.—(1) A conservation area or any part thereof may be closed entirely during such specified periods of time as the Authority determines and no person shall enter upon, or occupy any such conservation area or part thereof during the times posted.

(2) A conservation area or any part thereof may be closed to certain uses during such specified periods of time as the Authority determines and no person shall enter upon or occupy such conservation area or any part thereof for such specified uses during the times posted. O. Reg. 317/73, s. 17.

18. The following persons are appointed officers to enforce any regulation made under section 28 or 29 of the Act:

1. Members of the Ontario Provincial Police Force.
2. Members of any municipal police force operating within an area under the jurisdiction of the Authority.
3. Staff members of the Authority. O. Reg. 317/73, s. 18.

## REGULATION 124

under the Conservation Authorities Act

### CONSERVATION AREAS— CATARAQUI REGION

#### 1. In this Regulation,

- (a) "Authority" means the Cataraqui Region Conservation Authority;
- (b) "conservation area" means an area consisting of one parcel or, where two or more parcels are contiguous, the contiguous parcels of land owned by the Authority;
- (c) "vehicle" means a vehicle as defined in the *Highway Traffic Act*. R.R.O. 1970, Reg. 100, s. 1.

2. This Regulation applies to the use by the public of a conservation area and the works, services and things of the Authority. R.R.O. 1970, Reg. 100, s. 2.

3. Any person required to issue a permit by this Regulation may refuse to issue the permit where, in the opinion of the issuer, to do so would not be in the interest of,

- (a) the best, safest and most orderly use of the conservation area by the public; or
- (b) the best administration of the conservation area, having regard to the conservation, restoration and development of the natural resources of the conservation area. R.R.O. 1970, Reg. 100, s. 3.

#### 4. No person shall,

- (a) deface, remove or damage any property in a conservation area;
- (b) remove, injure or destroy any tree, shrub, plant, flower or growing thing, or any soil, rock or other material in a conservation area;
- (c) kill, trap, hunt, pursue or in any manner disturb or cause to be disturbed any wild bird or animal within a conservation area except under the authority of a permit issued by the Secretary-Treasurer or in areas set aside and posted under section 14;
- (d) fire or discharge any torpedo, rocket or other fireworks in a conservation area; or
- (e) perform any act that causes or is likely to cause a danger for other persons using a conservation area. R.R.O. 1970, Reg. 100, s. 4.

5. No person shall abandon any refuse or other object or material within a conservation area except in receptacles or pits provided by the Authority for the purpose. R.R.O. 1970, Reg. 100, s. 5.

6. No person shall erect, post, paste, fasten, paint or affix any placard, bill, notice, or sign in a conservation area unless a permit therefor is first obtained from the Secretary-Treasurer. R.R.O. 1970, Reg. 100, s. 6.

7.—(1) No person shall bring a horse, cow or other animal into a conservation area without a permit therefor issued by the Secretary-Treasurer.

(2) No person shall permit a dog, cat or other pet to be in a conservation area unless,

- (a) the dog, cat or other pet is secured by a leash that does not exceed six feet in length; or
- (b) a permit therefor has been issued by the Secretary-Treasurer. R.R.O. 1970, Reg. 100, s. 7.

#### 8. No person shall,

- (a) sell or offer for sale any article or service;
- (b) advertise or carry on any business or commercial enterprise; or
- (c) beg or solicit charity,

within a conservation area without a permit therefor issued by the Secretary-Treasurer. R.R.O. 1970, Reg. 100, s. 8.

9. No person shall bring a show of any kind or any equipment for entertainment into a conservation area without a permit therefor issued by the Secretary-Treasurer. R.R.O. 1970, Reg. 100, s. 9.

10. Except under a permit therefor issued by the Secretary-Treasurer, no person shall conduct a public meeting or perform any act that congregates or is likely to congregate persons in a conservation area. R.R.O. 1970, Reg. 100, s. 10.

11.—(1) No person shall wade, bathe or swim in a conservation area except at such times and at such places as are set aside by the Authority for the purpose.

(2) No person shall take any inflatable object or snorkel or other underwater breathing device into the water in a conservation area. R.R.O. 1970, Reg. 100, s. 11.

12.—(1) No person shall use a boat propelled by an inboard or outboard motor in a conservation area

except under the authority of a permit therefor issued by the Secretary-Treasurer.

(2) Except in such places as are set aside by the Authority for the purpose, no person shall use a snowmobile, motor toboggan or any like thing in a conservation area. R.R.O. 1970, Reg. 100, s. 12.

13.—(1) Except under a permit therefor issued by the Secretary-Treasurer, no person shall light or maintain a fire in a conservation area in a place other than a fireplace or other location provided by the Authority for the purpose.

(2) No person who lights a fire in a conservation area shall leave the fire unattended or leave the site of the fire before the fire is completely extinguished. R.R.O. 1970, Reg. 100, s. 13.

14. Except under the authority of a permit therefor issued by the Secretary-Treasurer or in a conservation area that has been set aside and posted by the Authority for hunting and archery, no person other than a peace officer shall possess an air-gun, fire-arm, sling-shot or archery equipment within a conservation area. R.R.O. 1970, Reg. 100, s. 14.

15.—(1) Sections 115, 121, 122 and 127 of the *Highway Traffic Act* apply to the operation of vehicles on roads under the jurisdiction of the Authority.

(2) No person shall,

(a) operate a vehicle within a conservation area except on a roadway or other place set aside by the Authority for the purpose;

(b) operate a vehicle at a speed in excess of fifteen miles per hour on any road under the jurisdiction of the Authority;

(c) park a vehicle within a conservation area in a place other than one that has been set aside by the Authority for the purpose; or

(d) operate a public commercial vehicle, as defined in the *Public Commercial Vehicles Act*, within a conservation area for commercial purposes except for the purpose of making deliveries within the conservation area. R.R.O. 1970, Reg. 100, s. 15.

16. A conservation area or any part thereof may be closed entirely or closed to certain uses during such specified periods of time as the Authority determines and no person shall enter upon or occupy such conservation area or part thereof during the times posted. R.R.O. 1970, Reg. 100, s. 16.

## REGULATION 125

under the Conservation Authorities Act

### CONSERVATION AREAS—CATFISH CREEK

#### INTERPRETATION

#### 1. In this Regulation,

- (a) "Authority" means Catfish Creek Conservation Authority;
- (b) "conservation area" means an area consisting of one or more parcels of land owned or leased by the Authority;
- (c) "motorized snow vehicle" means a motorized snow vehicle as defined in the *Motorized Snow Vehicles Act*;
- (d) "vehicle" means a vehicle as defined in the *Highway Traffic Act*. O. Reg. 47/75, s. 1.

2. This Regulation applies to the use by the public of conservation areas and the works, vehicles, boats, services and things of the Authority. O. Reg. 47/75, s. 2.

#### 3. No person shall,

- (a) deface, remove or damage any property in a conservation area;
- (b) remove, injure or destroy any tree, shrub, plant, flower or growing thing or any soil, rock or other material in a conservation area;
- (c) kill, trap, hunt, pursue or in any manner disturb or cause to be disturbed any wild bird, animal or reptile within a conservation area, except,
  - (i) in an area designated by the Authority for the purpose, and
  - (ii) under the authority of a permit issued by the Secretary-Treasurer;
- (d) be in possession of, or fire or discharge any firearm, rocket or fireworks of any type or kind in a conservation area; or
- (e) perform any act that causes or is likely to cause a danger for other persons using a conservation area. O. Reg. 47/75, s. 3.

4. No person shall leave any refuse or other objects or material within a conservation area

except in receptacles or pits provided by the Authority for that purpose. O. Reg. 47/75, s. 4.

5. No person shall erect, post, paste, fasten, paint or affix any placard, bill, notice or sign in a conservation area unless a permit therefor is first obtained from the Secretary-Treasurer. O. Reg. 47/75, s. 5.

6.—(1) No person shall take any animal into a conservation area unless a permit therefor is first obtained from the Secretary-Treasurer.

(2) No person shall permit an animal to be in a conservation area unless the animal is secured by a leash.

(3) No person shall permit an animal to be in any waters in a conservation area set aside for wading, bathing or swimming. O. Reg. 47/75, s. 6.

#### 7. No person shall,

- (a) sell or offer for sale any article or service;
- (b) beg or solicit charity; or
- (c) advertise or carry on any business or commercial enterprise,

within a conservation area except under the authority of a permit therefor issued by the Secretary-Treasurer. O. Reg. 47/75, s. 7.

8. No person shall conduct a public meeting or perform any act that causes persons to congregate or is likely to cause persons to congregate in a conservation area except under the authority of a permit therefor issued by the Secretary-Treasurer. O. Reg. 47/75, s. 8.

9. No person shall be in a conservation area after sunset and before sunrise except under the authority of a permit therefor issued by the Secretary-Treasurer. O. Reg. 47/75, s. 9.

10. No person shall wade, bathe or swim in a conservation area except at such times and at such places as are designated by the Authority for the purpose. O. Reg. 47/75, s. 10.

11. No person shall operate or use a boat in any waters within the confines of a conservation area, except in areas designated for such purpose. O. Reg. 47/75, s. 11.

12.—(1) Except under the authority of a permit therefor issued by the Secretary-Treasurer, no person shall light or maintain a fire in a conservation area in a place other than a fireplace or other location provided by the Authority for the purpose.

(2) No person who lights a fire in a conservation area shall leave the fire unattended or leave the site of the fire before the fire is completely extinguished. O. Reg. 47/75, s. 12.

13. Except in conservation areas that have been designated and posted by the Authority for hunting and archery, no person other than a peace officer shall possess an air-gun, firearm, sling-shot or archery equipment in a conservation area. O. Reg. 47/75, s. 13.

14.—(1) No person shall camp in a conservation area except in such places as are designated by the Authority for the purpose.

(2) No person shall occupy a camp-site except under the authority of a permit issued by the Secretary-Treasurer. O. Reg. 47/75, s. 14.

15.—(1) Sections 115, 121, 122 and 127 of the *Highway Traffic Act* apply to the operation of vehicles on roads under the jurisdiction of the Authority.

(2) No person shall,

- (a) operate a vehicle within a conservation area except on a roadway or other place set aside by the Authority for the purpose;
- (b) operate a vehicle at a speed in excess of 15 miles per hour unless otherwise posted, on any road under the jurisdiction of the Authority;
- (c) park a vehicle within a conservation area in a place other than one that has been designated by the Authority for the purpose;
- (d) operate a public commercial vehicle, as defined in the *Public Commercial Vehicles Act*, within a conservation area for commercial purposes, except for the purpose of making deliveries within the conservation area; or

(e) operate a motorized vehicle on nature trails in conservation areas.

(3) An officer may direct traffic and, in cases of fire, accident, traffic congestion or other emergency, may direct it into such channels as are necessary to prevent or relieve congestion or give right of way.

(4) Every person shall obey any direction given under subsection (3). O. Reg. 47/75, s. 15.

16.—(1) No person shall operate a motorized snow vehicle in a conservation area except,

- (a) under the authority of a permit therefor issued by the Secretary-Treasurer; and
- (b) in a part thereof that is designated by the Authority for the purpose.

(2) Every operator of a motorized snow vehicle shall produce the permit to operate the vehicle in a conservation area for inspection by an officer upon request.

(3) No person shall operate a motorized snow vehicle in a conservation area except where a permit under the *Motorized Snow Vehicles Act* has been issued therefor.

(4) No person shall operate a motorized snow vehicle in a conservation area unless he is insured under a motor vehicle liability policy in accordance with the *Insurance Act* in respect thereof. O. Reg. 47/75, s. 16.

17.—(1) A conservation area or any part thereof may be closed entirely during such specified periods of time as the Authority determines and no person shall enter upon or occupy any such conservation area or part thereof during the times posted.

(2) A conservation area or any part thereof may be closed to certain uses during such specified periods of time as the Authority determines and no person shall enter upon or occupy such conservation area or any part thereof for such specified uses during the times posted. O. Reg. 47/75, s. 17.

18. Staff members of the Authority are appointed officers to enforce this Regulation. O. Reg. 47/75, s. 18.

## REGULATION 126

under the Conservation Authorities Act

### CONSERVATION AREAS—CENTRAL LAKE ONTARIO

#### INTERPRETATION

#### 1. In this Regulation,

- (a) "Authority" means The Central Lake Ontario Conservation Authority;
- (b) "conservation area" means an area consisting of one or more parcels of land owned or leased by the Authority;
- (c) "motorized snow vehicle" means a motorized snow vehicle as defined in the *Motorized Snow Vehicles Act*;
- (d) "vehicle" means a vehicle as defined in the *Highway Traffic Act*. O. Reg. 518/74, s. 1.

2. This Regulation applies to the use by the public of conservation areas and the works, vehicles, boats, services and things of the Authority. O. Reg. 518/74, s. 2.

#### 3. No person shall,

- (a) deface, remove or damage any property in a conservation area;
- (b) remove, injure or destroy any tree, shrub, plant, flower or growing thing or any soil, rock or other material in a conservation area;
- (c) kill, trap, hunt, pursue or in any manner disturb or cause to be disturbed any wild bird, animal or reptile within a conservation area, except,
  - (i) in an area designated by the Authority for the purpose, and
  - (ii) under the authority of a permit issued by the Secretary-Treasurer;
- (d) be in possession of, or fire or discharge any firearm, rocket or fireworks of any type or kind in a conservation area; or
- (e) perform any act that causes or is likely to cause a danger for other persons using a conservation area. O. Reg. 518/74, s. 3.

4. No person shall leave any refuse or other objects or material within a conservation area except

in receptacles or pits provided by the Authority for that purpose. O. Reg. 518/74, s. 4.

5. No person shall erect, post, paste, fasten, paint or affix any placard, bill, notice or sign in a conservation area unless a permit therefor is first obtained from the Secretary-Treasurer. O. Reg. 518/74, s. 5.

6.—(1) No person shall take any animal into a conservation area unless a permit therefor is first obtained from the Secretary-Treasurer.

(2) No person shall permit an animal to be in a conservation area unless the animal is secured by a leash.

(3) No person shall permit an animal to be in any waters in a conservation area set aside for wading, bathing or swimming. O. Reg. 518/74, s. 6.

#### 7. No person shall,

- (a) sell or offer for sale any article or service;
- (b) beg or solicit charity; or
- (c) advertise or carry on any business or commercial enterprise,

within a conservation area except under the authority of a permit therefor issued by the Secretary-Treasurer. O. Reg. 518/74, s. 7.

8. No person shall conduct a public meeting or perform any act that causes persons to congregate or is likely to cause persons to congregate in a conservation area except under the authority of a permit therefor issued by the Secretary-Treasurer. O. Reg. 518/74, s. 8.

9. No person shall be in a conservation area after sunset and before sunrise except under the authority of a permit therefor issued by the Secretary-Treasurer. O. Reg. 518/74, s. 9.

10. No person shall wade, bathe or swim in a conservation area except at such times and at such places as are designated by the Authority for the purpose. O. Reg. 518/74, s. 10.

11. No person shall operate or use a boat in any waters within the confines of a conservation area, except in areas designated for such purpose. O. Reg. 518/74, s. 11.

12.—(1) Except under the authority of a permit therefor issued by the Secretary-Treasurer, no person shall light or maintain a fire in a conservation area in a place other than a fireplace or other location provided by the Authority for the purpose.

(2) No person who lights a fire in a conservation area shall leave the fire unattended or leave the site of the fire before the fire is completely extinguished. O. Reg. 518/74, s. 12.

13. Except in conservation areas that have been designated and posted by the Authority for hunting and archery, no person other than a peace officer shall possess an air-gun, fire arm, sling-shot or archery equipment in a conservation area. O. Reg. 518/74, s. 13.

14.—(1) No person shall camp in a conservation area except in such places as are designated by the Authority for the purpose.

(2) No person shall occupy a camp-site except under the authority of a permit issued by the Secretary-Treasurer. O. Reg. 518/74, s. 14.

15.—(1) Sections 115, 121, 122 and 127 of the *Highway Traffic Act* apply to the operation of vehicles on roads under the jurisdiction of the Authority.

(2) No person shall,

- (a) operate a vehicle within a conservation area except on a roadway or other place set aside by the Authority for the purpose;
- (b) operate a vehicle at a speed in excess of 15 miles per hour unless otherwise posted, on any road under the jurisdiction of the Authority;
- (c) park a vehicle within a conservation area in a place other than one that has been designated by the Authority for the purpose;
- (d) operate a public commercial vehicle, as defined in the *Public Commercial Vehicles Act*, within a conservation area for commercial purposes, except for the purpose of making deliveries within the conservation area; or

(e) operate a motorized vehicle on nature trails in conservation areas.

(3) An officer may direct traffic and, in cases of fire, accident, traffic congestion or other emergency, may direct it into such channels as are necessary to prevent or relieve congestion or give right of way.

(4) Every person shall obey any direction given under subsection (3). O. Reg. 518/74, s. 15.

16.—(1) No person shall operate a motorized snow vehicle in a conservation area except,

(a) under the authority of a permit therefor issued by the Secretary-Treasurer; and

(b) in a part thereof that is designated by the Authority for the purpose.

(2) Every operator of a motorized snow vehicle shall produce the permit to operate the vehicle in a conservation area for inspection by an officer upon request.

(3) No person shall operate a motorized snow vehicle in a conservation area except where a permit under the *Motorized Snow Vehicles Act* has been issued therefor.

(4) No person shall operate a motorized snow vehicle in a conservation area unless he is insured under a motor vehicle liability policy in accordance with the *Insurance Act* in respect thereof. O. Reg. 518/74, s. 16.

17.—(1) A conservation area or any part thereof may be closed entirely during such specified periods of time as the Authority determines and no person shall enter upon or occupy any such conservation area or part thereof during the times posted.

(2) A conservation area or any part thereof may be closed to certain uses during such specified periods of time as the Authority determines and no person shall enter upon or occupy such conservation area or any part thereof for such specified uses during the times posted. O. Reg. 518/74, s. 17.

18. Staff members of the Authority are appointed officers to enforce this Regulation. O. Reg. 518/74, s. 18.

## REGULATION 127

### under the Conservation Authorities Act

#### CONSERVATION AREAS— CREDIT VALLEY

##### 1. In this Regulation,

- (a) "Authority" means the Credit Valley Conservation Authority;
- (b) "conservation area" means an area consisting of one parcel or, where two or more parcels are contiguous, the contiguous parcels of land owned by the Authority;
- (c) "motorized snow vehicle" means a motorized snow vehicle as defined in the *Motorized Snow Vehicles Act*;
- (d) "officer" means,
  - (i) a member of the Ontario Provincial Police force, a member of a municipal police force operating within the area under the jurisdiction of the Authority, and
  - (ii) an officer, constable, caretaker or other person appointed by the Authority to enforce this Regulation;
- (e) "vehicle" means a vehicle as defined in the *Highway Traffic Act*. O. Reg. 460/72, s. 1.

2. This Regulation applies to the use by the public of a conservation area and the works, vehicles, boats, services and things owned by or under the control of the Authority. O. Reg. 460/72, s. 2.

3. Every officer is designated and authorized to enforce the Act and this Regulation. O. Reg. 460/72, s. 3.

4. Any person authorized to issue a permit under this Regulation may refuse to issue the permit, where, in his opinion, to do so would not be in the interest of,

- (a) the best, safest and most orderly use of the conservation area by the public; or
- (b) the best administration of the conservation area, having regard to the conservation, restoration and development of the natural resources of the conservation area. O. Reg. 460/72, s. 4.

##### 5. No person shall,

- (a) deface, remove or damage any property in a conservation area;

- (b) remove, injure or destroy any tree, shrub, plant, flower or growing thing, or any soil, rock or other material in a conservation area;

- (c) kill, trap, hunt, pursue or in any manner disturb or cause to be disturbed any wild bird or animal within a conservation area except,

- (i) in an area set aside by the Authority for the purpose, or

- (ii) under the authority of a permit issued by the Authority;

- (d) fire or discharge any firearm, torpedo, rocket or fireworks of any type or kind in a conservation area except under a permit issued therefor by the Secretary-Treasurer,

- (e) perform any act that causes or is likely to cause a danger for other persons using a conservation area; or

- (f) construct any building or other structure in a conservation area except under the authority of a permit issued by the Authority. O. Reg. 460/72, s. 5; O. Reg. 580/77, s. 1.

6. No person shall abandon any refuse or other object or material within a conservation area except in receptacles or pits provided by the Authority for the purpose. O. Reg. 460/72, s. 6.

7. No person shall erect, post, paste, fasten, paint or affix any placard, bill, notice or sign in a conservation area unless a permit therefor is first obtained from the Authority. O. Reg. 580/77, s. 2.

8.—(1) No person shall bring a horse or other animal into a conservation area except,

- (a) in a part thereof set aside by the Authority for the purpose; or

- (b) under a permit issued therefor by the Authority. O. Reg. 460/72, s. 8 (1); O. Reg. 580/77, s. 3 (1).

(2) No person shall permit a dog, cat or other pet to be in a conservation area unless,

(a) the dog, cat or other pet is secured by a leash that does not exceed six feet in length; or

(b) a permit therefor has been issued by the Authority. O. Reg. 460/72, s. 8 (2); O. Reg. 580/77, s. 3 (2).

9. No person shall,

(a) sell or offer for sale any article or service;

(b) advertise or carry on any business or commercial enterprise; or

(c) beg or solicit charity,

within a conservation area without a permit therefor issued by the Authority. O. Reg. 580/77, s. 4, *part*.

10. No person shall bring a show or public performance of any kind or any equipment for the entertainment of the public into a conservation area without a permit therefor issued by the Authority. O. Reg. 580/77, s. 4, *part*.

11. No person shall conduct a public meeting or perform any act that congregates or is likely to congregate persons in a conservation area without a permit therefor issued by the Authority. O. Reg. 580/77, s. 4, *part*.

12. No person shall be in a conservation area after sunset and before 8.00 a.m., without a permit therefor issued by the Authority. O. Reg. 580/77, s. 4, *part*.

13.—(1) No person shall wade, bathe or swim in a conservation area except at such times and at such places as are set aside by the Authority for the purpose. O. Reg. 460/72, s. 13 (1).

(2) No person shall take any inflatable object, swimming assist, snorkel or other underwater breathing device into the water in a conservation area. O. Reg. 460/72, s. 13 (2).

14. No person shall use any type of watercraft in a conservation area except in a part thereof set aside by the Authority for the purpose. O. Reg. 460/72, s. 14.

15.—(1) Except under a permit therefor issued by the Authority, no person shall light or maintain a fire in a conservation area in a place other than a fireplace or other location approved by the Authority for the purpose. O. Reg. 580/77, s. 5.

(2) No person who lights a fire in a conservation area shall leave the fire unattended or leave the site of the fire before the fire is completely extinguished. O. Reg. 460/72, s. 15 (2).

16. Except in a conservation area that has been set aside and posted by the Authority for hunting and archery, no person, other than a peace officer, shall possess an air-gun, firearm, slingshot or archery equipment in a conservation area. O. Reg. 460/72, s. 16.

17. No person shall occupy a campsite except under the authority of a permit issued by the Authority. O. Reg. 580/77, s. 6.

18.—(1) Sections 115, 121, 122 and 127 of the *Highway Traffic Act* apply to the operation of vehicles on roads under the jurisdiction of the Authority. O. Reg. 460/72, s. 18 (1).

(2) No person shall,

(a) operate a vehicle within a conservation area except on a roadway or other place set aside by the Authority for the purpose;

(b) operate a vehicle at a speed in excess of fifteen miles per hour, unless otherwise posted, on any road under the jurisdiction of the Authority;

(c) park a vehicle within a conservation area in a place other than one that has been set aside by the Authority for the purpose; or

(d) operate a public commercial vehicle, as defined in the *Public Commercial Vehicles Act*, within a conservation area for commercial purposes except for the purpose of making deliveries within the conservation area. O. Reg. 460/72, s. 18 (2).

19.—(1) No person shall operate a motorized snow vehicle in the following conservation areas, unless a permit therefor has been issued by the Authority: Orangeville Reservoir, Silver Creek. O. Reg. 580/77, s. 7, *part*.

(2) No person shall operate a motorized snow vehicle in a conservation area except in a part thereof which is set aside by the Authority for the purpose. O. Reg. 460/72, s. 19 (2).

(3) Every operator of a motorized snow vehicle shall produce the permit issued therefor by the Authority for inspection by an officer upon request. O. Reg. 580/77, s. 7, *part*.

(4) No person shall operate a motorized snow vehicle in a conservation area except where a permit under the *Motorized Snow Vehicles Act* has been issued therefor. O. Reg. 460/72, s. 19 (4).

(5) No person shall operate a motorized snow vehicle in a conservation area unless he is insured under a motor vehicle liability policy in accordance with the *Insurance Act* in respect thereof. O. Reg. 460/72, s. 19 (5).

(6) An officer may revoke a permit issued for a motorized snow vehicle by the Authority if in his opinion the vehicle is not being operated in the interest of the safest and most orderly use of the conservation area.

(7) No permit for a motorized snow vehicle shall be issued where,

(a) the operator is not insured under a motor vehicle liability policy in accordance with the *Insurance Act* in respect thereof; or

(b) a permit under the *Motorized Snow Vehicles Act* has not been issued therefor. O. Reg. 580/77, s. 7, *part*.

(8) No permit issued under this Regulation is transferable. O. Reg. 460/72, s. 19 (8).

(9) No person shall operate a motorized snow vehicle in the following conservation areas: Terra Cotta, Limehouse, Wilcox, Monora, Forest Area No. 1, Forest Area No. 2, Forest Area No. 3, Forest Area No. 4, Forest Area No. 5 and Meadowvale. O. Reg. 580/77, s. 7, *part*.

(10) Employees, officers and agents of the Authority, while on the business of the Authority are excepted from subsection (9). O. Reg. 460/72, s. 19 (10).

**20.** A conservation area or any part thereof may be closed entirely or closed to certain uses during such specified periods of time as the Authority may from time to time determine and no person shall enter upon, use or occupy any such conservation area or part thereof during the times posted. O. Reg. 460/72, s. 20.



## REGULATION 128

under the Conservation Authorities Act

### CONSERVATION AREAS—CROWE VALLEY

#### 1. In this Regulation,

- (a) "all terrain vehicle" means a self-propelled vehicle designed to be driven,
  - (i) exclusively on snow or ice, or both, or
  - (ii) on land and water,
 or any like vehicle, but does not include an automobile;
- (b) "Authority" means the Crowe Valley Conservation Authority;
- (c) "camp-site" means a parcel of land in an area operated by the Authority for the purpose of camping and identified by a painted marker;
- (d) "conservation area" means an area consisting of one or more parcels of land owned by the Authority;
- (e) "motor vehicle" means a motor vehicle as defined in the *Highway Traffic Act*;
- (f) "officer" means the superintendent, a conservation area attendant, a security officer, a member of a municipal police force within the area under the jurisdiction of the Authority or of the Ontario Provincial Police Force or a person appointed by the Authority to enforce this Regulation;
- (g) "superintendent" means the supervisor in charge of a conservation area or a person designated as being in charge of a conservation area;
- (h) "vehicle" means a vehicle as defined in the *Highway Traffic Act*. O. Reg. 637/77, s. 1.

2. This Regulation applies to the use by the public of conservation areas and the works, vehicles, boats, services and things of the Authority. O. Reg. 637/77, s. 2.

3. No person shall occupy land in a conservation area except under an authority granted under this Regulation. O. Reg. 637/77, s. 3.

#### 4.—(1) No person shall,

- (a) deface, remove or damage any property in a conservation area;
- (b) remove, injure or destroy any tree, shrub, plant, flower or other growing thing or any soil, rock or other material in a conservation area;
- (c) kill, trap, hunt, pursue or in any manner disturb or cause to be disturbed any wild bird, animal, or reptile within a conservation area, except,
  - (i) in an area designated by the Authority for that purpose, and
  - (ii) under the authority of a permit issued for that purpose by the Authority;
- (d) be in possession of, or fire or discharge any firearm, rocket or fireworks of any type or kind in a conservation area, except under the authority of a permit therefor issued by the Authority; or
- (e) throw stones or other missiles in a conservation area.

(2) Where an officer believes on reasonable or probable grounds that a person,

- (a) has, in a conservation area, used abusive, insulting, obscene or threatening language or has made excessive noise or has conducted himself in a manner that unnecessarily interfered with the use and enjoyment of the conservation area by other persons; or
- (b) has, in a conservation area, assaulted another person or has performed any act that caused or was likely to cause a danger to persons using the conservation area,

he may remove the person from the conservation area and the Authority may cancel any permits of the person pertaining to the conservation area in which the incident occurred.

(3) No person who has been removed from a conservation area under subsection (2) shall within the following seventy-two hour period enter or attempt to enter the conservation area from which that person was removed without the permission of the Authority. O. Reg. 637/77, s. 4.

5.—(1) No person shall leave any refuse or other objects or materials within a conservation area except in receptacles or pits provided by the Authority for that purpose.

(2) Every person using a camp-site or other facility in a conservation area shall at all times maintain the area in a clean and sanitary condition, and when vacating the property shall restore such camp-site or other facility as nearly as possible to its natural condition and shall remove therefrom all personal belongings and effects. O. Reg. 637/77, s. 5.

6. No person shall make any excavations for any purpose in a conservation area without the written permission of the Authority. O. Reg. 637/77, s. 6.

7. No person shall erect, post, paste, fasten, paint or affix any placard, bill, notice or sign in a conservation area without a permit therefor being first obtained from the Authority. O. Reg. 637/77, s. 7.

8.—(1) No person shall take any animal into a conservation area unless a permit therefor is first obtained from the Authority.

(2) No person shall permit an animal to be in a conservation area unless the animal is secured by a leash that is not more than two metres in length.

(3) No person shall permit an animal to be in any waters in a conservation area set aside for wading, bathing or swimming or upon any part of the beach adjacent thereto. O. Reg. 637/77, s. 8.

9. No person shall,

- (a) sell or offer for sale any article or service;
- (b) beg or solicit charity; or
- (c) advertise or carry on any business or commercial enterprise within a conservation area,

except under the authority of a permit therefor issued by the Authority. O. Reg. 637/77, s. 9.

10. No person shall conduct a public meeting or perform any act that causes persons to congregate or is likely to cause persons to congregate in a conservation area except under the authority of a permit therefor issued by the Authority. O. Reg. 637/77, s. 10.

11. Except in conservation areas that have been designated and posted by the Authority for hunting and archery, no person other than an officer shall possess an air-gun, firearm, sling-shot or archery equipment in a conservation area. O. Reg. 637/77, s. 11.

12. No person shall engage in athletic games or similar forms of recreation except in such parts of a conservation area as are designated therefor by the Authority. O. Reg. 637/77, s. 12.

13. No person shall wade, bathe or swim in a conservation area except at such times and at such places as are designated therefor by the Authority. O. Reg. 637/77, s. 13.

14.—(1) No person shall operate or use a boat in any waters within a conservation area, except in areas designated therefor by the Authority.

(2) No person shall leave a boat unattended in a conservation area or permit a boat owned by him to be left unattended in a conservation area, except,

- (a) in an area operated for that purpose by the Authority; or
- (b) with the written permission of the superintendent. O. Reg. 637/77, s. 14.

15.—(1) Except under the authority of a permit therefor issued by the Authority, no person shall light or maintain a fire in a conservation area in a place other than a fire-place or other location provided therefor by the Authority.

(2) No person who lights a fire in a conservation area shall leave the fire unattended or leave the site of the fire before the fire is completely extinguished. O. Reg. 637/77, s. 15.

16.—(1) No person shall camp in a conservation area except in such places as are designated therefor by the Authority.

(2) No person shall occupy a camp-site in a conservation area except under the authority of a permit therefor issued by the Authority. O. Reg. 637/77, s. 16.

17. No person shall be in a conservation area after sunset and before sunrise except under the authority of a permit therefor issued by the Authority. O. Reg. 637/77, s. 17.

18. No person shall camp under the authority of a camp-site permit in a conservation area for more than fourteen consecutive days or for more than twenty-eight days in a year. O. Reg. 637/77, s. 18.

19.—(1) A camp-site permit authorizes the permittee and five other persons to occupy the camp-site designated until 2 p.m. of the departure day shown in the permit.

(2) Notwithstanding subsection (1), the number of persons authorized to occupy a camp-site under a camp-site permit may exceed six where such per-

sons comprise a single family consisting of parents and unmarried children of the same household.

(3) Notwithstanding subsection (1), members of a religious, charitable or educational organization or other philanthropic organization may be permitted to occupy a camp-site in an area operated by the Authority for the purpose of group camping under a single permit issued therefor.

(4) The holder of a camp-site permit shall not park more than one motor vehicle or two motorcycles on the camp-site assigned to the holder.

(5) Notwithstanding subsection (4), the holder of a camp-site permit may park an additional motor vehicle or motorcycle in an area designated therefor by the superintendent. O. Reg. 637/77, s. 19.

**20.**—(1) Sections 115, 121, 122 and 127 of the *Highway Traffic Act* apply with necessary modifications to the operation of vehicles on roads under the jurisdiction of the Authority.

(2) No person shall,

- (a) operate a vehicle within a conservation area except on a roadway or other place set aside therefor by the Authority;
- (b) operate a vehicle at a speed in excess of 20 kilometres per hour unless otherwise posted;
- (c) park a vehicle within a conservation area in a place other than one that has been designated therefor by the Authority; or
- (d) operate a public commercial vehicle, as defined in the *Public Commercial Vehicles*

*Act*, within a conservation area for commercial purposes, except for the purpose of making deliveries within the conservation area. O. Reg. 637/77, s. 20.

**21.**—(1) No person shall operate an all terrain vehicle in a conservation area except,

- (a) under the authority of a permit therefor issued by the Authority; and
- (b) in a part thereof that is designated therefor by the Authority.

(2) Every operator of an all terrain vehicle shall produce the permit to operate the vehicle in a conservation area for inspection by an officer upon request.

(3) No person shall operate an all terrain vehicle in a conservation area unless he is insured under a motor vehicle liability policy in accordance with the *Insurance Act* in respect thereof. O. Reg. 637/77, s. 21.

**22.** No person shall ride a bicycle or any animal in a conservation area except on a roadway or other place designated therefor by the Authority. O. Reg. 637/77, s. 22.

**23.** An officer may direct traffic and, in cases of fire, accident, traffic congestion or other emergency, may direct it into such channels as are necessary to prevent or relieve congestion or give right of way. O. Reg. 637/77, s. 23.

**24.** Staff members of the Authority are appointed officers to enforce this Regulation. O. Reg. 637/77, s. 24.



## REGULATION 129

under the Conservation Authorities Act

### CONSERVATION AREAS—ESSEX REGION

#### INTERPRETATION

#### 1. In this Regulation,

- (a) "all terrain vehicle" means a self-propelled vehicle designed to be driven,
  - (i) exclusively on snow or ice, or both, or
  - (ii) on land and water,
 or any like vehicle, but does not include an automobile;
- (b) "Authority" means the Essex Region Conservation Authority;
- (c) "camp-site" means a parcel of land in an area operated by the Authority for the purpose of camping and identified by a painted marker;
- (d) "conservation area" means an area consisting of one or more parcels of land owned by the Authority;
- (e) "motor vehicle" means a motor vehicle as defined in the *Highway Traffic Act*;
- (f) "officer" means the superintendent, a conservation area attendant, a security officer, a member of a municipal police force within the area under the jurisdiction of the Authority or of the Ontario Provincial Police Force or a person appointed by the Authority to enforce this Regulation;
- (g) "superintendent" means the supervisor in charge of a conservation area or a person designated as being in charge of a conservation area;
- (h) "vehicle" means a vehicle as defined in the *Highway Traffic Act*. O. Reg. 638/77, s. 1.

2. This Regulation applies to the use by the public of conservation areas and the works, vehicles, boats, services and things of the Authority. O. Reg. 638/77, s. 2.

3. No person shall occupy land in a conservation area except under an authority granted under this Regulation. O. Reg. 638/77, s. 3.

#### 4.—(1) No person shall,

- (a) deface, remove or damage any property in a conservation area;
- (b) remove, injure or destroy any tree, shrub, plant, flower or other growing thing or any soil, rock or other material in a conservation area;
- (c) kill, trap, hunt, pursue or in any manner disturb or cause to be disturbed any wild bird, animal, or reptile within a conservation area, except,
  - (i) in an area designated by the Authority for that purpose, and
  - (ii) under the authority of a permit issued for that purpose by the Authority;
- (d) be in possession of, or fire or discharge any firearm, rocket or fireworks of any type or kind in a conservation area, except under the authority of a permit therefor issued by the Authority; or
- (e) throw stones or other missiles in a conservation area.

(2) Where an officer believes on reasonable or probable grounds that a person,

- (a) has, in a conservation area, used abusive, insulting, obscene or threatening language or has made excessive noise or has conducted himself in a manner that unnecessarily interfered with the use and enjoyment of the conservation area by other persons; or
- (b) has, in a conservation area, assaulted another person or has performed any act that caused or was likely to cause a danger to persons using the conservation area,

he may remove the person from the conservation area and the Authority may cancel any permits of the person pertaining to the conservation area in which the incident occurred.

(3) No person who has been removed from a conservation area under subsection (2) shall within the following seventy-two hour period enter or attempt to enter the conservation area from which that person was removed without the permission of the Authority. O. Reg. 638/77, s. 4.

5.—(1) No person shall leave any refuse or other objects or materials within a conservation area except in receptacles or pits provided by the Authority for that purpose.

(2) Every person using a camp-site or other facility in a conservation area shall at all times maintain the area in a clean and sanitary condition, and when vacating the property shall restore such camp-site or other facility as nearly as possible to its natural condition and shall remove therefrom all personal belongings and effects. O. Reg. 638/77, s. 5.

6. No person shall make any excavations for any purpose in a conservation area without the written permission of the Authority. O. Reg. 638/77, s. 6.

7. No person shall erect, post, paste, fasten, paint or affix any placard, bill, notice or sign in a conservation area without a permit therefor being first obtained from the Authority. O. Reg. 638/77, s. 7.

8.—(1) No person shall take any animal into a conservation area unless a permit therefor is first obtained from the Authority.

(2) No person shall permit an animal to be in a conservation area unless the animal is secured by a leash that is not more than two metres in length.

(3) No person shall permit an animal to be in any waters in a conservation area set aside for wading, bathing or swimming or upon any part of the beach adjacent thereto. O. Reg. 638/77, s. 8.

9. No person shall,

- (a) sell or offer for sale any article or service;
- (b) beg or solicit charity; or
- (c) advertise or carry on any business or commercial enterprise within a conservation area,

except under the authority of a permit therefor issued by the Authority. O. Reg. 638/77, s. 9.

10. No person shall conduct a public meeting or perform any act that causes persons to congregate or is likely to cause persons to congregate in a conservation area except under the authority of a permit therefor issued by the Authority. O. Reg. 638/77, s. 10.

11. Except in conservation areas that have been designated and posted by the Authority for hunting and archery, no person other than an officer shall possess an air-gun, firearm, sling-shot or archery equipment in a conservation area. O. Reg. 638/77, s. 11.

12. No person shall engage in athletic games or similar forms of recreation except in such parts of a conservation area as are designated therefor by the Authority. O. Reg. 638/77, s. 12.

13. No person shall wade, bathe or swim in a conservation area except at such times and at such places as are designated therefor by the Authority. O. Reg. 638/77, s. 13.

14.—(1) No person shall operate or use a boat in any waters within a conservation area, except in areas designated therefor by the Authority.

(2) No person shall leave a boat unattended in a conservation area or permit a boat owned by him to be left unattended in a conservation area, except,

- (a) in an area operated for that purpose by the Authority; or
- (b) with the written permission of the superintendent. O. Reg. 638/77, s. 14.

15.—(1) Except under the authority of a permit therefor issued by the Authority, no person shall light or maintain a fire in a conservation area in a place other than a fire-place or other location provided therefor by the Authority.

(2) No person who lights a fire in a conservation area shall leave the fire unattended or leave the site of the fire before the fire is completely extinguished. O. Reg. 638/77, s. 15.

16.—(1) No person shall camp in a conservation area except in such places as are designated therefor by the Authority.

(2) No person shall occupy a camp-site in a conservation area except under the authority of a permit therefor issued by the Authority. O. Reg. 638/77, s. 16.

17. No person shall be in a conservation area after sunset and before sunrise except under the authority of a permit therefor issued by the Authority. O. Reg. 638/77, s. 17.

18. No person shall camp under the authority of a camp-site permit in a conservation area for more than fourteen consecutive days or for more than twenty-eight days in a year. O. Reg. 638/77, s. 18.

19.—(1) A camp-site permit authorizes the permittee and five other persons to occupy the camp-site designated until 2 p.m. of the departure day shown in the permit.

(2) Notwithstanding subsection (1), the number of persons authorized to occupy a camp-site under a camp-site permit may exceed six where such persons comprise a single family consisting of parents and unmarried children of the same household.

(3) Notwithstanding subsection (1), members of a religious, charitable or educational organization or other philanthropic organization may be permitted to occupy a camp-site in an area operated by the Authority for the purpose of group camping under a single permit issued therefor.

(4) The holder of a camp-site permit shall not park more than one motor vehicle or two motorcycles on the camp-site assigned to the holder.

(5) Notwithstanding subsection (4), the holder of a camp-site permit may park an additional motor vehicle or motorcycle in an area designated therefor by the superintendent. O. Reg. 638/77, s. 19.

**20.**—(1) Sections 115, 121, 122 and 127 of the *Highway Traffic Act* apply with necessary modifications to the operation of vehicles on roads under the jurisdiction of the Authority.

(2) No person shall,

- (a) operate a vehicle within a conservation area except on a roadway or other place set aside therefor by the Authority;
- (b) operate a vehicle at a speed in excess of 20 kilometres per hour unless otherwise posted;
- (c) park a vehicle within a conservation area in a place other than one that has been designated therefor by the Authority; or

(d) operate a public commercial vehicle, as defined in the *Public Commercial Vehicles Act*, within a conservation area for commercial purposes, except for the purpose of making deliveries within the conservation area. O. Reg. 638/77, s. 20.

**21.**—(1) No person shall operate an all terrain vehicle in a conservation area except,

- (a) under the authority of a permit therefor issued by the Authority; and
- (b) in a part thereof that is designated therefor by the Authority.

(2) Every operator of an all terrain vehicle shall produce the permit to operate the vehicle in a conservation area for inspection by an officer upon request.

(3) No person shall operate an all terrain vehicle in a conservation area unless he is insured under a motor vehicle liability policy in accordance with the *Insurance Act* in respect thereof. O. Reg. 638/77, s. 21.

**22.** No person shall ride a bicycle or any animal in a conservation area except on a roadway or other place designated therefor by the Authority. O. Reg. 638/77, s. 22.

**23.** An officer may direct traffic and, in cases of fire, accident, traffic congestion or other emergency, may direct it into such channels as are necessary to prevent or relieve congestion or give right of way. O. Reg. 638/77, s. 23.

**24.** Staff members of the Authority are appointed officers to enforce this Regulation. O. Reg. 638/77, s. 24.



## REGULATION 130

### under the Conservation Authorities Act

#### CONSERVATION AREAS—GANARASKA REGION

##### 1. In this Regulation,

- (a) "all terrain vehicle" means a self-propelled vehicle designed to be driven,
  - (i) exclusively on snow or ice, or both, or
  - (ii) on land and water, or any like vehicle, but does not include an automobile;
- (b) "Authority" means the Ganaraska Region Conservation Authority;
- (c) "camp-site" means a parcel of land in an area operated by the Authority for the purpose of camping and identified by a marker;
- (d) "conservation area" means an area consisting of one parcel or where two or more parcels are contiguous, the contiguous parcels of land owned by the Authority;
- (e) "motor vehicle" means a motor vehicle as defined in the *Highway Traffic Act*;
- (f) "officer" means the superintendent, a conservation area attendant, a security officer employed by the Authority, a member of a municipal police force within an area under the jurisdiction of the Authority or of the Ontario Provincial Police or a person appointed by the Authority to enforce this Regulation;
- (g) "superintendent" means the supervisor in charge of a conservation area or a person designated as being in charge of a conservation area; and
- (h) "vehicle" means a vehicle as defined in the *Highway Traffic Act*. O. Reg. 928/77, s. 1.

2. This Regulation applies to the use by the public of conservation areas and the works, vehicles, boats, services and things of the Authority. O. Reg. 928/77, s. 2.

##### 3.—(1) No person shall,

- (a) deface, remove or damage any property in a conservation area;

- (b) remove, injure or destroy any tree, shrub, plant, flower or growing thing, or any soil, rock or other material in a conservation area;
- (c) kill, trap, hunt, pursue or in any manner disturb, or cause to be disturbed any wild bird or animal within a conservation authority, except,
  - (i) in an area set aside by the Authority for that purpose, and
  - (ii) under the authority of a permit issued by the Authority;
- (d) fire or discharge any rocket or fireworks of any kind in a conservation area except under the authority of a permit issued for that purpose by the Authority;
- (e) occupy land in a conservation area except under the authority of a permit issued by the Authority; or
- (f) make any excavations in a conservation area except under the authority of a permit issued by the Authority.

##### (2) Where an officer believes on reasonable or probable grounds that a person,

- (a) has, in a conservation area, used abusive, insulting, obscene or threatening language or has made excessive noise or has conducted himself in a manner that unnecessarily interfered with the use and enjoyment of the conservation area by other persons; or
- (b) has, in a conservation area, assaulted another person or has performed any act that causes or is likely to cause a danger to persons using the conservation area,

he may remove the person from the conservation area and the Authority may cancel any permits of the person pertaining to the conservation area in which the incident occurred.

(3) No person who has been removed from a conservation area under subsection (2) shall within the following seventy-two hour period enter or attempt to enter the conservation area from which that person was removed without the permission of the Authority.

- (4) No person, other than an officer, shall,

- (a) discharge an air-gun or firearm;
- (b) shoot a slingshot;
- (c) use any archery equipment,

in a conservation area except in conservation areas or parts thereof that have been set aside and posted by the Authority for hunting and archery or where range facilities are provided. O. Reg. 928/77, s. 3.

4.—(1) No person shall leave any refuse or other objects or materials within a conservation area except in receptacles or pits provided by the Authority for that purpose.

(2) Every person using a camp-site or other facility in a conservation area shall at all times maintain the area in a clean and sanitary condition and when vacating the property shall restore such camp-site or other facility as nearly as possible to its natural condition and shall remove therefrom all personal belongings and effects. O. Reg. 928/77, s. 4.

5. No person shall erect, post, paste, fasten, paint or affix any placard, bill, notice or sign in a conservation area without a permit therefor issued by the Authority. O. Reg. 928/77, s. 5.

6.—(1) No person shall bring any animal, except a dog or cat, into a conservation area without a permit therefor issued by the Authority.

(2) No person shall permit a dog, cat or other pet to be in a conservation area unless such animal is secured by a leash that does not exceed two metres in length.

(3) No person shall permit any animal to be in any waters in a conservation area set aside for wading, bathing or swimming or upon any part of the beach adjacent thereto. O. Reg. 928/77, s. 6.

7. No person shall,

- (a) sell or offer for sale any article or service;
- (b) beg or solicit charity; or
- (c) advertise or carry on any business or commercial enterprise,

within a conservation area, without a permit therefor issued by the Authority. O. Reg. 928/77, s. 7.

8. No person shall bring a show or public performance of any kind or any equipment for the entertainment of the public into a conservation area without a permit therefor issued by the Authority. O. Reg. 928/77, s. 8.

9. No person shall conduct a public meeting or perform any act that causes persons to congregate

or is likely to cause persons to congregate in a conservation area without a permit therefor issued by the Authority. O. Reg. 928/77, s. 9.

10. No person shall be in a conservation area after 11.30 p.m. and before 8.00 a.m. on any day unless authorized by a permit issued by the Authority or unless otherwise authorized by the Authority. O. Reg. 928/77, s. 10.

11.—(1) No person shall wade, bathe or swim in a conservation area except at such times and in such places as from time to time may be set aside by the Authority for that purpose.

(2) No person shall take any inflatable object, swimming aid or snorkel or other underwater breathing device into the water in a conservation area. O. Reg. 928/77, s. 11.

12.—(1) No person shall operate or use a boat in any waters within a conservation area, except in areas set aside therefor by the Authority.

(2) No person shall operate or use a motor-driven boat in a conservation area. O. Reg. 928/77, s. 12.

13.—(1) No person shall light or maintain a fire in a conservation area in a place other than a fireplace or other location provided therefor by the Authority, except under a permit therefor issued by the Authority.

(2) No person who lights a fire in a conservation area shall leave the fire unattended or leave the site of the fire before the fire is completely extinguished. O. Reg. 928/77, s. 13.

14.—(1) No person shall occupy a camp-site except under the authority of a permit therefor issued by the Authority.

(2) No person shall camp under the authority of a camp-site permit in a conservation area for more than fourteen consecutive days or for more than twenty-eight days in a year.

(3) A camp-site permit authorizes the permittee and five other persons to occupy the camp-site designated until 2 p.m. of the departure day shown in the permit.

(4) Notwithstanding subsection (4), the number of persons authorized to occupy a camp-site under a camp-site permit may exceed six where such persons comprise a single family consisting of parents and unmarried children of the same household.

(5) Notwithstanding subsection (4), members of a religious, charitable or educational organization or other philanthropic organization may be permitted to occupy a camp-site in an area operated by the Authority for the purpose of group camping under a single permit issued therefor by the Authority.

(6) The holder of a camp-site permit shall not park more than,

- (a) one motor vehicle, other than a motorcycle; or
- (b) two motorcycles,

on the camp-site assigned to the permit holder.

(7) Notwithstanding subsection (6), the holder of a camp-site permit may park an additional motor vehicle in an area designated therefor by the superintendent. O. Reg. 928/77, s. 14.

15.—(1) Sections 115, 121, 122 and 127 of the *Highway Traffic Act* apply with necessary modifications to the operation of vehicles on roads under the jurisdiction of the Authority.

(2) No person shall,

- (a) operate a vehicle within a conservation area except on a roadway or other place designated therefor by the Authority;
- (b) operate a vehicle at a speed in excess of 20 kilometres per hour on any road under the jurisdiction of the Authority unless otherwise posted;
- (c) park a vehicle within a conservation area in a place other than one that has been designated therefor by the Authority;
- (d) operate a public commercial vehicle as defined in the *Public Commercial Vehicles Act*, within a conservation area for commercial purposes, except for the purpose of making deliveries within the conservation area. O. Reg. 928/77, s. 15.

16.—(1) No person shall operate an all terrain vehicle in a conservation area, except,

- (a) under the authority of a permit therefor issued by the Authority; and
- (b) in a part thereof that is designated therefor by the Authority.

(2) Every operator of an all terrain vehicle shall produce the permit to operate the all terrain vehicle in a conservation area for inspection by an officer upon request.

(3) No person shall operate an all terrain vehicle in a conservation area unless he is insured under a motor vehicle liability policy in accordance with the *Insurance Act* in respect thereof. O. Reg. 928/77, s. 16.

17. No person shall ride a bicycle or any animal in a conservation area except on a roadway or other place set aside therefor by the Authority. O. Reg. 928/77, s. 17.

18.—(1) An officer may direct traffic and, in cases of fire, accident, traffic congestion or other emergency, may direct it into such channels as are necessary to prevent or relieve congestion or give right of way.

(2) Every person shall obey any direction given under subsection (1). O. Reg. 928/77, s. 18.

19. No person shall enter or leave a conservation area except at such locations as are designated or established for that purpose. O. Reg. 928/77, s. 19.

20. A conservation area or any part thereof may be closed entirely or closed to certain uses during such specified periods of time as the Authority determines and no person or vehicle shall enter upon or occupy such conservation area or part thereof during the times posted. O. Reg. 928/77, s. 20.

21. Staff members of the Authority are appointed officers to enforce this Regulation. O. Reg. 928/77, s. 21.



## REGULATION 131

### under the Conservation Authorities Act

#### CONSERVATION AREAS—GRAND RIVER

##### INTERPRETATION

#### 1. In this Regulation,

- (a) "Authority" means the Grand River Conservation Authority;
- (b) "conservation area" means an area consisting of one or more parcels of land owned or leased by the Authority;
- (c) "motorized snow vehicle" means a motorized snow vehicle as defined in the *Motorized Snow Vehicles Act*;
- (d) "vehicle" means a vehicle as defined in the *Highway Traffic Act*. O. Reg. 516/74, s. 1.

2. This Regulation applies to the use by the public of conservation areas and the works, vehicles, boats, services and things of the Authority. O. Reg. 516/74, s. 2.

#### 3. No person shall,

- (a) deface, remove or damage any property in a conservation area;
- (b) remove, injure or destroy any tree, shrub, plant, flower or growing thing or any soil, rock or other material in a conservation area;
- (c) kill, trap, hunt, pursue or in any manner disturb or cause to be disturbed any wild bird, animal or reptile within a conservation area, except,
  - (i) in an area designated by the Authority for the purpose, and
  - (ii) under the authority of a permit issued by the Secretary-Treasurer;
- (d) be in possession of, or fire or discharge any firearm, rocket or fireworks of any type or kind in a conservation area; or
- (e) perform any act that causes or is likely to cause a danger for other persons using a conservation area. O. Reg. 516/74, s. 3.

4. No person shall leave any refuse or other objects or material within a conservation area except in receptacles or pits provided by the Authority for that purpose. O. Reg. 516/74, s. 4.

5. No person shall erect, post, paste, fasten, paint or affix any placard, bill, notice or sign in a conservation area unless a permit therefor is first obtained from the Secretary-Treasurer. O. Reg. 516/74, s. 5.

6.—(1) No person shall take any animal into a conservation area unless a permit therefor is first obtained from the Secretary-Treasurer.

(2) No person shall permit an animal to be in a conservation area unless the animal is secured by a leash.

(3) No person shall permit an animal to be in any waters in a conservation area set aside for wading, bathing or swimming. O. Reg. 516/74, s. 6.

#### 7. No person shall,

- (a) sell or offer for sale any article or service;
- (b) beg or solicit charity; or
- (c) advertise or carry on any business or commercial enterprise,

within a conservation area except under the authority of a permit therefor issued by the Secretary-Treasurer. O. Reg. 516/74, s. 7.

8. No person shall conduct a public meeting or perform any act that causes persons to congregate or is likely to cause persons to congregate in a conservation area except under the authority of a permit therefor issued by the Secretary-Treasurer. O. Reg. 516/74, s. 8.

9. No person shall be in a conservation area after sunset and before sunrise except under the authority of a permit therefor issued by the Secretary-Treasurer. O. Reg. 516/74, s. 9.

10. No person shall wade, bathe or swim in a conservation area except at such times and at such places as are designated by the Authority for the purpose. O. Reg. 516/74, s. 10.

11. No person shall operate or use a boat in any waters within the confines of a conservation area, except in areas designated for such purpose. O. Reg. 516/74, s. 11.

12.—(1) Except under the authority of a permit therefor issued by the Secretary-Treasurer, no person shall light or maintain a fire in a conservation area in a place other than a fireplace or other location provided by the Authority for the purpose.

(2) No person who lights a fire in a conservation area shall leave the fire unattended or leave the site of the fire before the fire is completely extinguished. O. Reg. 516/74, s. 12.

**13.** Except in conservation areas that have been designated and posted by the Authority for hunting and archery, no person other than a peace officer shall possess an air-gun, fire arm, sling-shot or archery equipment in a conservation area. O. Reg. 516/74, s. 13.

**14.—(1)** No person shall camp in a conservation area except in such places as are designated by the Authority for the purpose.

(2) No person shall occupy a camp-site except under the authority of a permit issued by the Secretary-Treasurer. O. Reg. 516/74, s. 14.

**15.—(1)** Sections 115, 121, 122 and 127 of the *Highway Traffic Act* apply to the operation of vehicles on roads under the jurisdiction of the Authority.

(2) No person shall,

- (a) operate a vehicle within a conservation area except on a roadway or other place set aside by the Authority for the purpose;
- (b) operate a vehicle at a speed in excess of 15 miles per hour unless otherwise posted, on any road under the jurisdiction of the Authority;
- (c) park a vehicle within a conservation area in a place other than one that has been designated by the Authority for the purpose;
- (d) operate a public commercial vehicle, as defined in the *Public Commercial Vehicles Act*, within a conservation area for commercial purposes, except for the purpose of making deliveries within the conservation area; or
- (e) operate a motorized vehicle on nature trails in conservation areas.

(3) An officer may direct traffic and, in cases of fire, accident, traffic congestion or other emergency, may direct it into such channels as are necessary to prevent or relieve congestion or give right of way.

(4) Every person shall obey any direction given under subsection (3). O. Reg. 516/74, s. 15.

**16.—(1)** No person shall operate a motorized snow vehicle in a conservation area except,

- (a) under the authority of a permit therefor issued by the Secretary-Treasurer; and
- (b) in a part thereof that is designated by the Authority for the purpose.

(2) Every operator of a motorized snow vehicle shall produce the permit to operate the vehicle in a conservation area for inspection by an officer upon request.

(3) No person shall operate a motorized snow vehicle in a conservation area except where a permit under the *Motorized Snow Vehicles Act* has been issued therefor.

(4) No person shall operate a motorized snow vehicle in a conservation area unless he is insured under a motor vehicle liability policy in accordance with the *Insurance Act* in respect thereof. O. Reg. 516/74, s. 16.

**17.—(1)** A conservation area or any part thereof may be closed entirely during such specified periods of time as the Authority determines and no person shall enter upon or occupy any such conservation area or part thereof during the times posted.

(2) A conservation area or any part thereof may be closed to certain uses during such specified periods of time as the Authority determines and no person shall enter upon or occupy such conservation area or any part thereof for such specified uses during the times posted. O. Reg. 516/74, s. 17.

**18.** Staff members of the Authority are appointed officers to enforce this Regulation. O. Reg. 516/74, s. 18.

## REGULATION 132

### under the Conservation Authorities Act

#### CONSERVATION AREAS— HAMILTON REGION

##### 1. In this Regulation,

- (a) "Authority" means the Hamilton Region Conservation Authority;
- (b) "conservation area" means a tract of land consisting of one parcel or two or more contiguous parcels of land owned by the or under the control of the Authority;
- (c) "motorized snow vehicle" means a motorized snow vehicle as defined in the *Motorized Snow Vehicles Act*;
- (d) "vehicle" means a vehicle as defined in the *Highway Traffic Act*. O. Reg. 274/72, s. 1.

2. This Regulation applies to the use by the public of conservation areas and to the use of works, vehicles, boats, services and things owned by or under the control of the Authority. O. Reg. 274/72, s. 2.

3. The General Manager may refuse to issue any permit required by this Regulation, where, in his opinion, to do so would not be in the interest of,

- (a) the best, safest and most orderly use of the conservation area by the public; or
- (b) the best administration of the conservation area, having regard to all circumstances including the restoration and development of the natural resources of the conservation area. O. Reg. 274/72, s. 3.

##### 4. No person shall,

- (a) deface, remove or damage any property, building or structure in a conservation area;
- (b) remove, injure or destroy any tree, shrub, plant, flower or growing thing or any soil, rock or other material in a conservation area;
- (c) kill, trap, hunt, pursue or in any manner disturb or cause to be disturbed any wild bird or animal within a conservation area except,
  - (i) in an area set aside by the Authority for the purpose, or
  - (ii) under the authority of a permit issued by the General Manager;

(d) fire or discharge any fire-arm, torpedo, rocket or fireworks of any type or kind in a conservation area; or

(e) perform any act that causes or is likely to cause danger to other persons using a conservation area. O. Reg. 274/72, s. 4.

5. No person shall leave any refuse or other objects or material within a conservation area except in receptacles or pits provided by the Authority for the purpose. O. Reg. 274/72, s. 5.

6. No person shall erect, post, paste, fasten, paint or affix any placard, bill, notice or sign in conservation area unless a permit therefor is first obtained from the General Manager. O. Reg. 274/72, s. 6.

7.—(1) No person shall bring a horse or other animal into a conservation area without a permit issued therefor by the General Manager.

(2) No person shall permit a dog, cat or other pet to be in a conservation area unless,

- (a) the dog, cat or other pet is secured by a leash that does not exceed six feet in length; or
- (b) a permit therefor has been issued by the General Manager. O. Reg. 274/72, s. 7.

##### 8. No person shall,

- (a) sell or offer to sell any article or service;
- (b) advertise or carry on any business or commercial enterprise; or
- (c) beg or solicit charity,

within a conservation area without a permit therefor issued by the General Manager. O. Reg. 274/72, s. 8.

9. No person shall bring a show or public performance of any kind or equipment for the entertainment of the public in general into a conservation area without a permit therefor issued by the General Manager. O. Reg. 274/72, s. 9.

10. No person shall conduct a public meeting or perform any act that congregates or is likely to congregate persons in a conservation area. O. Reg. 274/72, s. 10.

11. No person shall be in a conservation area after sunset or before sunrise without a permit

therefor issued by the General Manager. O. Reg. 274/72, s. 11.

12.—(1) No person shall wade, bathe or swim in a conservation area except at such times and at such places as are set aside by the Authority for such purpose.

(2) No person shall take any inflatable object, snorkel or other underwater breathing device into the water in a conservation area. O. Reg. 274/72, s. 12.

13.—(1) No person shall use any type of watercraft in a conservation area except in a part thereof that is set aside by the Authority for the purpose.

(2) No person shall swim or operate any watercraft at a distance of less than 50 yards from dam structures and embankments.

(3) No person shall enter into a restricted area where the area is so posted.

(4) No person shall keep a watercraft in a conservation area for a longer period than one day unless a permit therefor is obtained from the General Manager. O. Reg. 274/72, s. 13.

14.—(1) Except under the authority of a permit therefor issued by the General Manager, no person shall light or maintain a fire in a conservation area in a place other than a fireplace or other location approved by the Authority for the purpose.

(2) No person who lights a fire in a conservation area shall leave the fire unattended or leave the site of the fire before it is completely extinguished. O. Reg. 274/72, s. 14.

15. Except in conservation areas that have been set aside and posted by the Authority for hunting or archery, no person, other than a peace officer, shall possess an air-gun, fire-arm, sling shot or archery equipment in a conservation area. O. Reg. 274/72, s. 15.

16. No person shall occupy a camp-site except under the authority of a camp-site permit issued by the General Manager. O. Reg. 274/72, s. 16.

17.—(1) Sections 115, 121, 122 and 127 of the *Highway Traffic Act* shall apply to the operation of vehicles on roads under the jurisdiction of the Authority.

(2) No person shall,

(a) operate a vehicle within a conservation area except on a roadway or other place set aside by the Authority for the purpose;

(b) operate a vehicle at a speed in excess of 15 miles per hour unless otherwise posted on any road under the jurisdiction of the Authority;

(c) park a vehicle within a conservation area in a place other than one that has been set aside by the Authority for the purpose;

(d) operate a public commercial vehicle as defined by the *Public Commercial Vehicles Act* within a conservation area except for the purpose of making deliveries within the conservation area; or

(e) operate a motorized snow vehicle in a conservation area except in a part thereof set aside for the purpose or under the authority of a permit issued by the General Manager.

(3) An officer may direct traffic and in cases of fire, accident, traffic congestion or other emergency, may direct it into such channels as are necessary to prevent or relieve congestion or give rights of way.

(4) Every person shall obey any direction given under subsection (3). O. Reg. 274/72, s. 17.

18. A conservation area or any part thereof may be closed or closed to certain uses during such specific periods of time as the Authority may from time to time determine and no person shall enter upon, use or occupy any such conservation area or part thereof during the times posted. O. Reg. 274/72, s. 18.

19. The following persons are appointed officers to enforce this Regulation:

1. Members of the Ontario Provincial Police Force.

2. Members of municipal police forces operating within the areas under the jurisdiction of the Authority.

3. Staff members of the Authority. O. Reg. 274/72, s. 19.

20. No permit issued under this Regulation is transferable. O. Reg. 274/72, s. 20.

## REGULATION 133

under the Conservation Authorities Act

### CONSERVATION AREAS—HALTON REGION

#### 1. In this Regulation,

- (a) "Authority" means The Halton Region Conservation Authority;
- (b) "conservation area" means an area of land owned by the Authority;
- (c) "motorized snow vehicle" means a motorized snow vehicle as defined in the *Motorized Snow Vehicles Act*;
- (d) "vehicle" means a vehicle as defined in the *Highway Traffic Act*. O. Reg. 441/72, s. 1.

2. This Regulation applies to the use by the public of lands owned by the Authority and the works, vehicles, boats, services and things of the Authority. O. Reg. 441/72, s. 2.

3. Any person responsible for issuing a permit under this Regulation may refuse to issue the permit where, in the opinion of the issuer, to do so would not be in the interests of,

- (a) the best, safest and most orderly use of the conservation area by the public; or
- (b) the best administration of the conservation area, having regard to the conservation, restoration, development and protection of the natural resources of the conservation area. O. Reg. 441/72, s. 3.

#### 4. No person shall,

- (a) enter or attempt to enter a conservation area except by entrances designated as such by the Authority;
- (b) deface, remove, damage or destroy any property in a conservation area;
- (c) remove, injure or destroy any tree, shrub, plant, flower or other growing thing or take and remove or relocate any soil, rock, or other material from a conservation area;
- (d) kill, trap, hunt, pursue or in any manner disturb or cause to be disturbed any bird or animal within a conservation area, except,
  - (i) in an area set aside by the Authority for the purpose, and
  - (ii) under the authority of a permit therefor issued by the Secretary-Treasurer;

(e) fire or discharge any torpedo, rocket or other fireworks in a conservation area; or

(f) perform any act that causes or is likely to cause a danger for other persons using a conservation area. O. Reg. 441/72, s. 4.

5. No person shall abandon any refuse or other object or material within a conservation area except in receptacles or pits provided by the Authority for the purpose. O. Reg. 441/72, s. 5.

6. No person shall erect, post up or display in any way any placard, bill, notice, sign or signboard or any other advertising device in a conservation area unless a permit therefor is first obtained from the Secretary-Treasurer. O. Reg. 441/72, s. 6.

7.—(1) No person shall bring a horse, cow or other animal into a conservation area without a permit therefor issued by the Secretary-Treasurer. O. Reg. 441/72, s. 7 (1).

(2) No person shall bring into or permit a dog, cat or other pet to be in a conservation area unless,

- (a) the dog, cat or other pet is secured by a leash that does not exceed six feet in length; or
- (b) a permit therefor has been issued by the Secretary-Treasurer. O. Reg. 441/72, s. 7 (2).

#### 8. No person shall,

- (a) sell or offer for sale any article or service;
- (b) advertise or carry on any business or commercial enterprise; or
- (c) beg or solicit charity,

within a conservation area without a permit therefor issued by the Secretary-Treasurer. O. Reg. 441/72, s. 8.

9. No person shall bring a show of any kind or any equipment for entertainment into a conservation area without a permit therefor issued by the Secretary-Treasurer. O. Reg. 441/72, s. 9.

10. Except under a permit issued by the Secretary-Treasurer, no person shall conduct a public meeting or perform any act that congregates or is likely to congregate persons in a conservation area. O. Reg. 441/72, s. 10.

11. No person shall be in a conservation area after 11 p.m. and before 5 a.m. without a permit therefor issued by the Secretary-Treasurer. O. Reg. 441/72, s. 11.

12.—(1) No person shall wade, bathe, swim or fish in a conservation area except at such places as are set aside by the Authority for the purpose. O. Reg. 441/72, s. 12 (1).

(2) No person shall take any inflatable object or snorkel or other underwater breathing device into the parts of a conservation area set aside by the Authority and designated as places for wading, bathing, swimming or fishing. O. Reg. 441/72, s. 12 (2).

13.—(1) No person shall operate a motorized boat within a conservation area. O. Reg. 441/72, s. 13 (1).

(2) No person shall operate or use a boat or any other form of water transportation in the Kelso Conservation Area or the Mountsberg Reservoir, except as permitted. O. Reg. 441/72, s. 13 (2).

14.—(1) Except under a permit issued by the Secretary-Treasurer, no person shall light or maintain a fire in a conservation area in a place other than a fireplace or other location provided by the Authority for the purpose. O. Reg. 441/72, s. 14 (1).

(2) No person who lights a fire in a conservation area shall leave the fire unattended or leave the site of the fire before the fire is completely extinguished. O. Reg. 441/72, s. 14 (2).

15. Except in places that have been set aside and posted by the Authority for hunting and archery, no person other than a peace officer shall possess an air-gun, fire-arm, sling-shot or archery equipment in a conservation area. O. Reg. 441/72, s. 15.

16. No person shall occupy a camp-site except under the authority of a camping permit issued by the Secretary-Treasurer. O. Reg. 441/72, s. 16.

17.—(1) Sections 115, 121, 122 and 127 of the *Highway Traffic Act* apply to the operation of vehicles on roads under the jurisdiction of the Authority. O. Reg. 441/72, s. 17 (1).

(2) No person shall,

(a) operate a vehicle at a speed in excess of 15 miles per hour on any road under the jurisdiction of the Authority;

(b) park a vehicle within a conservation area in a place other than one that has been set aside by the Authority for the purpose;

(c) operate a public commercial vehicle as defined in the *Public Commercial Vehicles Act* within a conservation area for commercial purposes except for the purpose of making deliveries within the conservation area;

(d) operate a vehicle within a conservation area except on a roadway or other place set aside by the Authority for the purpose; or

(e) operate a motorized bike, motorized snow-vehicle, all terrain vehicle or any other machine in a conservation area except in places designated for such use by the Authority. O. Reg. 441/72, s. 17 (2).

(3) An officer may direct traffic and in cases of fire, accident, traffic congestion or other emergency, may direct it into such channels as are necessary to prevent or relieve congestion or give rights of way. O. Reg. 441/72, s. 17 (3).

(4) Every person shall obey any direction given under subsection (3). O. Reg. 441/72, s. 17 (4).

18. A conservation area or any part thereof may be closed entirely or closed to certain uses during such specified periods of time as the Authority determines and no person shall enter upon or occupy such conservation area or any part thereof during the times posted. O. Reg. 441/72, s. 18.

19. The following persons are appointed officers to enforce this Regulation:

1. Members of the Ontario Provincial Police Force.

2. Members of municipal police forces operating within the areas under the jurisdiction of the Authority.

3. Staff members of the Authority. O. Reg. 441/72, s. 19.

## REGULATION 134

under the Conservation Authorities Act

### CONSERVATION AREAS—KETTLE CREEK

#### INTERPRETATION

1. In this Regulation,

- (a) "Authority" means The Kettle Creek Conservation Authority;
- (b) "conservation area" means an area consisting of one or more parcels of land owned or leased by the Authority;
- (c) "motorized snow vehicle" means a motorized snow vehicle as defined in the *Motorized Snow Vehicles Act*;
- (d) "vehicle" means a vehicle as defined in the *Highway Traffic Act*. O. Reg. 517/74, s. 1.

2. This Regulation applies to the use by the public of conservation areas and the works, vehicles, boats, services and things of the Authority. O. Reg. 517/74, s. 2.

3. No person shall,

- (a) deface, remove or damage any property in a conservation area;
- (b) remove, injure or destroy any tree, shrub, plant, flower or growing thing or any soil, rock or other material in a conservation area;
- (c) kill, trap, hunt, pursue or in any manner disturb or cause to be disturbed any wild bird, animal or reptile within a conservation area, except,
  - (i) in an area designated by the Authority for the purpose, and
  - (ii) under the authority of a permit issued by the Secretary-Treasurer;
- (d) be in possession of, or fire or discharge any firearm, rocket or fireworks of any type or kind in a conservation area; or
- (e) perform any act that causes or is likely to cause a danger for other persons using a conservation area. O. Reg. 517/74, s. 3.

4. No person shall leave any refuse or other objects or material within a conservation area except in receptacles or pits provided by the Authority for that purpose. O. Reg. 517/74, s. 4.

5. No person shall erect, post, paste, fasten, paint or affix any placard, bill, notice or sign in a conservation area unless a permit therefor is first obtained from the Secretary-Treasurer. O. Reg. 517/74, s. 5.

6.—(1) No person shall take any animal into a conservation area unless a permit therefor is first obtained from the Secretary-Treasurer.

(2) No person shall permit an animal to be in a conservation area unless the animal is secured by a leash.

(3) No person shall permit an animal to be in any waters in a conservation area set aside for wading, bathing or swimming. O. Reg. 517/74, s. 6.

7. No person shall,

- (a) sell or offer for sale any article or service;
- (b) beg or solicit charity; or
- (c) advertise or carry on any business or commercial enterprise,

within a conservation area except under the authority of a permit therefor issued by the Secretary-Treasurer. O. Reg. 517/74, s. 7.

8. No person shall conduct a public meeting or perform any act that causes persons to congregate or is likely to cause persons to congregate in a conservation area except under the authority of a permit therefor issued by the Secretary-Treasurer. O. Reg. 517/74, s. 8.

9. No person shall be in a conservation area after sunset and before sunrise except under the authority of a permit therefor issued by the Secretary-Treasurer. O. Reg. 517/74, s. 9.

10. No person shall wade, bathe or swim in a conservation area except at such times and at such places as are designated by the Authority for the purpose. O. Reg. 517/74, s. 10.

11. No person shall operate or use a boat in any waters within the confines of a conservation area, except in areas designated for such purpose. O. Reg. 517/74, s. 11.

12.—(1) Except under the authority of a permit therefor issued by the Secretary-Treasurer, no person shall light or maintain a fire in a conservation

area in a place other than a fireplace or other location provided by the Authority for the purpose.

(2) No person who lights a fire in a conservation area shall leave the fire unattended or leave the site of the fire before the fire is completely extinguished. O. Reg. 517/74, s. 12.

13. Except in conservation areas that have been designated and posted by the Authority for hunting and archery, no person other than a peace officer shall possess an air-gun, fire arm, sling-shot or archery equipment in a conservation area. O. Reg. 517/74, s. 13.

14.—(1) No person shall camp in a conservation area except in such places as are designated by the Authority for the purpose.

(2) No person shall occupy a camp-site except under the authority of a permit issued by the Secretary-Treasurer. O. Reg. 517/74, s. 14.

15.—(1) Sections 115, 121, 122 and 127 of the *Highway Traffic Act* apply to the operation of vehicles on roads under the jurisdiction of the Authority.

(2) No person shall,

- (a) operate a vehicle within a conservation area except on a roadway or other place set aside by the Authority for the purpose;
- (b) operate a vehicle at a speed in excess of 15 miles per hour unless otherwise posted, on any road under the jurisdiction of the Authority;
- (c) park a vehicle within a conservation area in a place other than one that has been designated by the Authority for the purpose;
- (d) operate a public commercial vehicle, as defined in the *Public Commercial Vehicles Act*, within a conservation area for commercial purposes, except for the purpose of making deliveries within the conservation area; or
- (e) operate a motorized vehicle on nature trails in conservation areas.

(3) An officer may direct traffic and, in cases of fire, accident, traffic congestion or other emergency, may direct it into such channels as are necessary to prevent or relieve congestion or give right of way.

(4) Every person shall obey any direction given under subsection (3). O. Reg. 517/74, s. 15.

16.—(1) No person shall operate a motorized snow vehicle in a conservation area except,

- (a) under the authority of a permit therefor issued by the Secretary-Treasurer; and
- (b) in a part thereof that is designated by the Authority for the purpose.

(2) Every operator of a motorized snow vehicle shall produce the permit to operate the vehicle in a conservation area for inspection by an officer upon request.

(3) No person shall operate a motorized snow vehicle in a conservation area except where a permit under the *Motorized Snow Vehicles Act* has been issued therefor.

(4) No person shall operate a motorized snow vehicle in a conservation area unless he is insured under a motor vehicle liability policy in accordance with the *Insurance Act* in respect thereof. O. Reg. 517/74, s. 16.

17.—(1) A conservation area or any part thereof may be closed entirely during such specified periods of time as the Authority determines and no person shall enter upon or occupy any such conservation area or part thereof during the times posted.

(2) A conservation area or any part thereof may be closed to certain uses during such specified periods of time as the Authority determines and no person shall enter upon or occupy such conservation area or any part thereof for such specified uses during the times posted. O. Reg. 517/74, s. 17.

18. Staff members of the Authority are appointed officers to enforce this Regulation. O. Reg. 517/74, s. 18.

## REGULATION 135

under the Conservation Authorities Act

### CONSERVATION AREAS— LONG POINT REGION

#### 1. In this Regulation,

- (a) "Authority" means the Long Point Region Conservation Authority;
- (b) "conservation area" means an area consisting of one parcel or, where two or more parcels are contiguous, the contiguous parcels of land owned by the Authority, but does not include an Agreement Forest;
- (c) "motorized snow vehicle" means a motorized snow vehicle as defined in the *Motorized Snow Vehicles Act*;
- (d) "vehicle" means a vehicle as defined in the *Highway Traffic Act*. O. Reg. 273/72, s. 1.

2. This Regulation applies to the use by the public of conservation areas and the works, vehicles, boats, services and things of the Authority. O. Reg. 273/72, s. 2.

3. The Secretary-Treasurer may refuse to issue any permit required by this Regulation, where, in his opinion, to do so would not be in the interest of,

- (a) the best, safest and most orderly use of the conservation area by the public; or
- (b) the best administration of the conservation area, having regard to the conservation, restoration and development of the natural resources of the conservation area. O. Reg. 273/72, s. 3.

#### 4. No person shall,

- (a) deface, remove or damage any property in a conservation area;
- (b) remove, injure or destroy any tree, shrub, plant, flower or growing thing, or any soil, rock or other material in a conservation area;
- (c) kill, trap, hunt, pursue or in any manner disturb or cause to be disturbed any wild bird or animal within a conservation area, except,
  - (i) in an area set aside for the purpose, and
  - (ii) under the authority of a permit issued by the Secretary-Treasurer;

- (d) fire or discharge any torpedo, rocket or other fireworks in a conservation area; or
- (e) perform any act that causes or is likely to cause a danger for other persons using a conservation area. O. Reg. 273/72, s. 4.

5. No person shall abandon any refuse or other object or material within a conservation area except in receptacles or pits provided by the Authority for the purpose. O. Reg. 273/72, s. 5.

6. No person shall erect, post, paste, fasten, paint or affix any placard, bill, notice or sign in a conservation area unless a permit therefor is first obtained from the Secretary-Treasurer. O. Reg. 273/72, s. 6.

7.—(1) No person shall bring a horse, cow or other animal into a conservation area without a permit therefor issued by the Secretary-Treasurer.

(2) No person shall permit a dog, cat or other pet to be in any place in a conservation area set aside for wading, bathing or swimming.

(3) No person shall permit a dog, cat or other pet to be in any other part of a conservation area unless,

- (a) the dog, cat or other pet is secured by a leash that does not exceed six feet in length; or
- (b) a permit therefor has been issued by the Secretary-Treasurer. O. Reg. 273/72, s. 7.

#### 8. No person shall,

- (a) sell or offer for sale any article or service;
- (b) advertise or carry on any business or commercial enterprise; or
- (c) beg or solicit charity,

within a conservation area without a permit therefor issued by the Secretary-Treasurer. O. Reg. 273/72, s. 8.

9. No person shall bring a show of any kind or any equipment for entertainment into a conservation area without a permit therefor issued by the Secretary-Treasurer. O. Reg. 273/72, s. 9.

10. Except under a permit therefor issued by the Secretary-Treasurer no person shall conduct a public meeting or perform any act that congregates

or is likely to congregate persons in a conservation area. O. Reg. 273/72, s. 10.

**11.—**(1) No person shall wade, bathe or swim in a conservation area except at such times and at such places as are set aside by the Authority for the purpose.

(2) No person shall take any inflatable object or snorkel or other underwater breathing device into water in a conservation area. O. Reg. 273/72, s. 11.

**12.—**(1) No person shall use a watercraft fitted with any type of motor of more than ten horsepower on the waters in any conservation area.

(2) No person shall use a watercraft of any kind on the waters in the Lehman Dam Conservation Area.

(3) No person shall use a watercraft fitted with any type of motor on the waters in the Deer Creek Conservation Area, Hay Creek Conservation Area or Norwich Conservation Area, without a permit therefor issued by the Secretary-Treasurer. O. Reg. 273/72, s. 12.

**13.—**(1) Except under a permit therefor issued by the Secretary-Treasurer no person shall light or maintain a fire in a conservation area in a place other than a fireplace or other location provided by the Authority for the purpose.

(2) No person who lights a fire in a conservation area shall leave the fire unattended or leave the site of the fire before the fire is completely extinguished. O. Reg. 273/72, s. 13.

**14.** Except in conservation areas that have been set aside and posted by the Authority for hunting and archery no person other than a peace officer shall possess an air-gun, fire-arm, sling shot or archery equipment in a conservation area. O. Reg. 273/72, s. 14.

**15.—**(1) No person shall occupy a camp-site except under the authority of a camp-site permit issued by the Secretary-Treasurer.

(2) No person or group of persons shall occupy a group camp-site except under the authority of a group camp-site permit therefor issued by the Secretary-Treasurer. O. Reg. 273/72, s. 15.

**16.—**(1) Sections 115, 121, 122 and 127 of the *Highway Traffic Act* apply to the operation of vehicles on roads under the jurisdiction of the Authority.

(2) No person shall,

(a) operate a vehicle within a conservation area except on a roadway or other place set aside by the Authority for that purpose;

(b) operate a vehicle at a speed in excess of 15 miles per hour on any road under the jurisdiction of the Authority, except where otherwise posted by the Authority;

(c) park a vehicle within a conservation area in a place other than one that has been set aside by the Authority for that purpose; or

(d) operate a public commercial vehicle as defined in the *Public Commercial Vehicles Act*, within a conservation area for commercial purposes, except for the purpose of making deliveries within the conservation area;

(e) operate a motorized snow vehicle, all-terrain vehicle, or any like thing in any conservation area, except under a permit therefor issued by the Secretary-Treasurer.

(3) An officer or Authority staff member may direct traffic and in cases of fire, accident, traffic congestion or other emergency, may direct it into such channels as are necessary to prevent or relieve congestion or give right-of-way. O. Reg. 273/72, s. 16.

**17.** A conservation area or any part thereof may be closed entirely or closed to certain uses during such specified periods of time as the Authority determines and no person shall enter upon or occupy such conservation area or part thereof during the times posted. O. Reg. 273/72, s. 17.

## REGULATION 136

under the Conservation Authorities Act

### CONSERVATION AREAS — LOWER THAMES VALLEY

#### 1. In this Regulation,

- (a) "Authority" means the Lower Thames Valley Conservation Authority;
- (b) "conservation area" means an area consisting of one parcel or, where two or more parcels are contiguous, the contiguous parcels of land owned by the Authority, excepting lands under agreement for reforestation management with the Minister of Lands and Forests;
- (c) "vehicle" means a vehicle as defined in the *Highway Traffic Act*;
- (d) "motorized snow vehicle" has the same meaning as in the *Motorized Snow Vehicles Act*;
- (e) "officer" means,
  - (i) a member of the Ontario Provincial Police Force or a member of a municipal police force operating within the area under the jurisdiction of the Authority, and
  - (ii) an officer, constable, caretaker or other person appointed by the Authority to enforce this regulation. R.R.O. 1970, Reg. 104, s. 1; O. Reg. 208/73, s. 1.

2. This Regulation applies to the use by the public of conservation areas and the works, vehicles, boats, services and things of the Authority. R.R.O. 1970, Reg. 104, s. 2.

3. The Secretary-Treasurer may refuse to issue any permit required by this Regulation, where, in his opinion, to do so would not be in the interests of,

- (a) the best, safest and most orderly use of the conservation area by the public; or
- (b) the best administration of the conservation area, having regard to the conservation, restoration and development of the natural resources of the conservation area. R.R.O. 1970, Reg. 104, s. 3.

#### 4. No person shall,

- (a) deface, remove or damage any property in a conservation area;

- (b) remove, injure or destroy any tree, shrub, plant, flower or growing thing, or any soil, rock or other material in a conservation area;

- (c) operate a watercraft propelled by power on any reservoir or pond under the jurisdiction of the Authority without a permit therefor issued by the Secretary-Treasurer;

- (d) kill, trap, hunt, pursue or in any manner disturb or cause to be disturbed any wild bird or animal within a conservation area, except,

- (i) in an area set aside for the purpose, and

- (ii) under the authority of a permit issued by the Secretary-Treasurer;

- (e) fire or discharge any torpedo, rocket or other fireworks in a conservation area; or

- (f) perform any act that causes or is likely to cause a danger for other persons using a conservation area. R.R.O. 1970, Reg. 104, s. 4.

5. No person shall abandon any refuse or other object or material within a conservation area except in receptacles or pits provided by the Authority for the purpose. R.R.O. 1970, Reg. 104, s. 5.

6. No person shall erect, post, paste, fasten, paint or affix any placard, bill, notice or sign in a conservation area unless a permit therefor is first obtained from the Secretary-Treasurer. R.R.O. 1970, Reg. 104, s. 6.

7.—(1) No person shall bring a horse, cow or other animal into a conservation area without a permit therefor issued by the Secretary-Treasurer.

(2) No person shall permit a dog, cat or other pet to be in a conservation area unless,

- (a) the dog, cat or other pet is secured by a leash that does not exceed six feet in length; or

- (b) a permit therefor has been issued by the Secretary-Treasurer. R.R.O. 1970, Reg. 104, s. 7.

#### 8. No person shall,

- (a) sell or offer for sale any article or service;

(b) advertise or carry on any business or commercial enterprise; or

(c) beg or solicit charity,

within a conservation area without a permit therefor issued by the Secretary-Treasurer. R.R.O. 1970, Reg. 104, s. 8.

9. No person shall bring a show of any kind or any equipment for entertainment into a conservation area without a permit therefor issued by the Secretary-Treasurer. R.R.O. 1970, Reg. 104, s. 9.

10. No person shall conduct a public meeting or perform any act that congregates or is likely to congregate persons in a conservation area without a permit therefor issued by the Secretary-Treasurer. R.R.O. 1970, Reg. 104, s. 10.

11. No person shall wade, bathe or swim in a conservation area except at such times and at such places as are set aside by the Authority for the purpose. R.R.O. 1970, Reg. 104, s. 11.

12.—(1) No person shall light or maintain a fire in a conservation area in a place other than a fireplace or other location provided by the Authority for the purpose.

(2) No person who lights a fire in a conservation area shall leave the fire unattended or leave the site of the fire before the fire is completely extinguished. R.R.O. 1970, Reg. 104, s. 12.

13. Except in conservation areas that have been set aside and posted by the Authority for hunting and archery, no person other than a peace officer shall possess an air-gun, fire-arm, sling-shot or archery equipment in a conservation area. R.R.O. 1970, Reg. 104, s. 13.

14. No person shall occupy a camp-site except in an area set aside by the Authority for the purpose, or under the authority of a group camp-site permit issued by the Secretary-Treasurer. R.R.O. 1970, Reg. 104, s. 14.

15.—(1) Sections 115, 121, 122 and 127 of the *Highway Traffic Act* apply to the operation of vehicles on roads under the jurisdiction of the Authority.

(2) No person shall,

(a) operate a vehicle within a conservation area except on a roadway or other place set aside by the Authority for the purpose;

(b) operate a vehicle at a speed in excess of 15 miles per hour on any road under the jurisdiction of the Authority;

(c) park a vehicle within a conservation area in a place other than one that has been set aside by the Authority for the purpose; or

(d) operate a public commercial vehicle, as defined in the *Public Commercial Vehicles Act*, within a conservation area for commercial purposes except for the purpose of making deliveries within the conservation area. R.R.O. 1970, Reg. 104, s. 15 (1, 2).

(3) No person shall operate a motorized snow vehicle in a conservation area except in a part thereof that has been set aside and posted by the Authority for the purpose.

(4) No person shall operate a motorized snow vehicle in a conservation area except where a permit under the *Motorized Snow Vehicles Act* has been issued therefor.

(5) No person shall operate a motorized snow vehicle in a conservation area unless he is insured under a motor vehicle liability policy in accordance with the *Insurance Act*, in respect thereof.

(6) Employees, officers and agents of the Authority while on the business of the Authority are exempt from subsection (3). O. Reg. 208/73, s. 2.

16. A conservation area or any part thereof may be closed entirely or closed to certain uses during such specified periods of time as the Authority determines and no person shall enter upon or occupy such conservation area or part thereof during the times posted. R.R.O. 1970, Reg. 104, s. 16.

## REGULATION 137

under the Conservation Authorities Act

### CONSERVATION AREAS—MAITLAND VALLEY

#### INTERPRETATION

#### 1. In this Regulation,

- (a) "Authority" means The Maitland Valley Conservation Authority;
- (b) "conservation area" means an area consisting of one or more parcels of land owned or leased by the Authority;
- (c) "motorized snow vehicle" means a motorized snow vehicle as defined in the *Motorized Snow Vehicles Act*;
- (d) "vehicle" means a vehicle as defined in the *Highway Traffic Act*. O. Reg. 515/74, s. 1.

2. This Regulation applies to the use by the public of conservation areas and the works, vehicles, boats, services and things of the Authority. O. Reg. 515/74, s. 2.

#### 3. No person shall,

- (a) deface, remove or damage any property in a conservation area;
- (b) remove, injure or destroy any tree, shrub, plant, flower or growing thing or any soil, rock or other material in a conservation area;
- (c) kill, trap, hunt, pursue or in any manner disturb or cause to be disturbed any wild bird, animal or reptile within a conservation area, except,
  - (i) in an area designated by the Authority for the purpose, and
  - (ii) under the authority of a permit issued by the Secretary-Treasurer;
- (d) be in possession of, or fire or discharge any firearm, rocket or fireworks of any type or kind in a conservation area; or
- (e) perform any act that causes or is likely to cause a danger for other persons using a conservation area. O. Reg. 515/74, s. 3.

4. No person shall leave any refuse or other objects or material within a conservation area except in receptacles or pits provided by the Authority for that purpose. O. Reg. 515/74, s. 4.

5. No person shall erect, post, paste, fasten, paint or affix any placard, bill, notice or sign in a conservation area unless a permit therefor is first obtained from the Secretary-Treasurer. O. Reg. 515/74, s. 5.

6.—(1) No person shall take any animal into a conservation area unless a permit therefor is first obtained from the Secretary-Treasurer.

(2) No person shall permit an animal to be in a conservation area unless the animal is secured by a leash.

(3) No person shall permit an animal to be in any waters in a conservation area set aside for wading, bathing or swimming. O. Reg. 515/74, s. 6.

#### 7. No person shall,

- (a) sell or offer for sale any article or service;
- (b) beg or solicit charity; or
- (c) advertise or carry on any business or commercial enterprise,

within a conservation area except under the authority of a permit therefor issued by the Secretary-Treasurer. O. Reg. 515/74, s. 7.

8. No person shall conduct a public meeting or perform any act that causes persons to congregate or is likely to cause persons to congregate in a conservation area except under the authority of a permit therefor issued by the Secretary-Treasurer. O. Reg. 515/74, s. 8.

9. No person shall be in a conservation area after sunset and before sunrise except under the authority of a permit therefor issued by the Secretary-Treasurer. O. Reg. 515/74, s. 9.

10. No person shall wade, bathe or swim in a conservation area except at such times and at such places as are designated by the Authority for the purpose. O. Reg. 515/74, s. 10.

11. No person shall operate or use a boat in any waters within the confines of a conservation area, except in areas designated for such purpose. O. Reg. 515/74, s. 11.

12.—(1) Except under the authority of a permit therefor issued by the Secretary-Treasurer, no person shall light or maintain a fire in a conservation area in a place other than a fireplace or other location provided by the Authority for the purpose.

(2) No person who lights a fire in a conservation area shall leave the fire unattended or leave the site of the fire before the fire is completely extinguished. O. Reg. 515/74, s. 12.

13. Except in conservation areas that have been designated and posted by the Authority for hunting and archery, no person other than a peace officer shall possess an air-gun, fire arm, sling-shot or archery equipment in a conservation area. O. Reg. 515/74, s. 13.

14.—(1) No person shall camp in a conservation area except in such places as are designated by the Authority for the purpose.

(2) No person shall occupy a camp-site except under the authority of a permit issued by the Secretary-Treasurer. O. Reg. 515/74, s. 14.

15.—(1) Sections 115, 121, 122 and 127 of the *Highway Traffic Act* apply to the operation of vehicles on roads under the jurisdiction of the Authority.

(2) No person shall,

- (a) operate a vehicle within a conservation area except on a roadway or other place set aside by the Authority for the purpose;
- (b) operate a vehicle at a speed in excess of 15 miles per hour unless otherwise posted, on any road under the jurisdiction of the Authority;
- (c) park a vehicle within a conservation area in a place other than one that has been designated by the Authority for the purpose;
- (d) operate a public commercial vehicle, as defined in the *Public Commercial Vehicles Act*, within a conservation area for commercial purposes, except for the purpose of making deliveries within the conservation area; or

(e) operate a motorized vehicle on nature trails in conservation areas.

(3) An officer may direct traffic and, in cases of fire, accident, traffic congestion or other emergency, may direct it into such channels as are necessary to prevent or relieve congestion or give right of way.

(4) Every person shall obey any direction given under subsection (3). O. Reg. 515/74, s. 15.

16.—(1) No person shall operate a motorized snow vehicle in a conservation area except,

(a) under the authority of a permit therefor issued by the Secretary-Treasurer; and

(b) in a part thereof that is designated by the Authority for the purpose.

(2) Every operator of a motorized snow vehicle shall produce the permit to operate the vehicle in a conservation area for inspection by an officer upon request.

(3) No person shall operate a motorized snow vehicle in a conservation area except where a permit under the *Motorized Snow Vehicles Act* has been issued therefor.

(4) No person shall operate a motorized snow vehicle in a conservation area unless he is insured under a motor vehicle liability policy in accordance with the *Insurance Act* in respect thereof. O. Reg. 515/74, s. 16.

17.—(1) A conservation area or any part thereof may be closed entirely during such specified periods of time as the Authority determines and no person shall enter upon or occupy any such conservation area or part thereof during the times posted.

(2) A conservation area or any part thereof may be closed to certain uses during such specified periods of time as the Authority determines and no person shall enter upon or occupy such conservation area or any part thereof for such specified uses during the times posted. O. Reg. 515/74, s. 17.

18. Staff members of the Authority are appointed officers to enforce this Regulation. O. Reg. 515/74, s. 18.

## REGULATION 138

under the Conservation Authorities Act

### CONSERVATION AREAS—MATTAGAMI VALLEY

#### INTERPRETATION

#### 1. In this Regulation,

- (a) "Authority" means the Mattagami Valley Conservation Authority;
- (b) "conservation area" means an area consisting of one parcel or, where two or more parcels are contiguous, the contiguous parcels of land owned by the Authority;
- (c) "motorized snow vehicle" means a motorized snow vehicle as defined in the *Motorized Snow Vehicles Act*;
- (d) "Secretary-Treasurer" means Secretary-Treasurer of the Authority;
- (e) "vehicle" means a vehicle as defined in the *Highway Traffic Act*. O. Reg. 210/73, s. 1.

2. This Regulation applies to the use by the public of conservation areas and the works, vehicles, boats, services, and things of the Authority. O. Reg. 210/73, s. 2.

3. Any person required to issue a permit by this Regulation may refuse to issue the permit where, in the opinion of the issuer, to do so would not be in the interest of,

- (a) the best, safest and most orderly use of a conservation area by the public; or
- (b) the best administration of the conservation area, having regard to the conservation, restoration and development of the natural resources of the conservation area. O. Reg. 210/73, s. 3.

#### 4. No person shall,

- (a) deface, remove or damage any property in a conservation area;
- (b) remove, injure or destroy any tree, shrub, plant, flower or growing thing, or any soil, rock or other material in a conservation area;
- (c) kill, trap, hunt, pursue or in any manner disturb or cause to be disturbed any wild bird of animal within a conservation area, except in an area designated by the Authority for the purpose;

(d) be in possession of or fire or discharge any torpedo, rocket, or other fireworks in a conservation area; or

(e) perform any act that causes or is likely to cause a danger for other persons using a conservation area. O. Reg. 210/73, s. 4.

5. No person shall abandon any refuse or other object or material within a conservation area except in receptacles or pits provided by the Authority for the purpose. O. Reg. 210/73, s. 5.

6. No person shall erect, post, paste, fasten, paint or affix any placard, bill, notice or sign in a conservation area unless a permit therefor is first obtained from the Secretary-Treasurer. O. Reg. 210/73, s. 6.

7.—(1) No person shall bring a horse, cow, or other animal into a conservation area without a permit therefor issued by the Secretary-Treasurer.

(2) No person shall permit a dog, cat, or other pet to be in a conservation area unless,

(a) the dog, cat or other pet is secured by a leash that does not exceed six feet in length; or

(b) a permit therefor has been issued by the Secretary-Treasurer.

(3) No person shall permit a dog, cat or other pet to be in any place set aside for wading, bathing or swimming. O. Reg. 210/73, s. 7.

#### 8. No person shall,

- (a) sell or offer for sale any article or service;
- (b) advertise to carry on any business or commercial enterprise; or
- (c) beg or solicit charity,

within a conservation area without a permit therefor issued by the Secretary-Treasurer. O. Reg. 210/73, s. 8.

9. No person shall bring a show of any kind or any equipment for entertainment into a conservation area without a permit therefor issued by the Secretary-Treasurer. O. Reg. 210/73, s. 9.

10. Except under the authority of a permit therefor issued by the Secretary-Treasurer, no person shall conduct a public meeting or perform any act that

congregates or is likely to congregate persons in a conservation area. O. Reg. 210/73, s. 10.

11. No person shall be in a conservation area after sunset and before 10 a.m. without a permit therefor issued by the Secretary-Treasurer. O. Reg. 210/73, s. 11.

12.—(1) No person shall wade, bathe or swim in a conservation area except at such times and at such places as are designated by the Authority for the purpose.

(2) No person shall take any inflatable object or snorkel or other underwater breathing device into the water in a conservation area. O. Reg. 210/73, s. 12.

13. Except under the authority of a permit therefor issued by the Secretary-Treasurer, no person shall operate a boat or use an outboard motor in any conservation area. O. Reg. 210/73, s. 13.

14.—(1) Except under the authority of a permit therefor issued by the Secretary-Treasurer, no person shall light or maintain a fire in a conservation area in a place other than a fireplace or other location provided by the Authority for the purpose.

(2) No person who lights a fire in a conservation area shall leave the fire unattended or leave the site of the fire before the fire is completely extinguished. O. Reg. 210/73, s. 14.

15. Except in conservation areas that have been designated and posted by the Authority for hunting and archery, no person other than a peace officer shall possess an air-gun, fire-arm, sling-shot, or archery equipment in a conservation area. O. Reg. 210/73, s. 15.

16. No person shall occupy a camp-site except under the authority of a camp-site permit issued by the Secretary-Treasurer. O. Reg. 210/73, s. 16.

17.—(1) Sections 115, 121, 122 and 127 of the *Highway Traffic Act* apply to the operation of vehicles on roads under the jurisdiction of the Authority.

(2) No person shall,

- (a) operate a vehicle within a conservation area except on a roadway or other place designated by the Authority for the purpose;
- (b) operate a vehicle at a speed in excess of 15 miles per hour on any road under the jurisdiction of the Authority, except where otherwise posted by the Authority;
- (c) park a vehicle within a conservation area on any roadway or adjacent to any roadway, except where otherwise posted by the Authority;
- (d) park a vehicle on any grassy part of a conservation area except where such part

is posted as a parking area or is designated by an officer as a parking area;

- (e) operate a public commercial vehicle, as defined in the *Public Commercial Vehicles Act*, within a conservation area for commercial purposes, except for the purpose of making deliveries within the conservation area.

(3) Any officer may direct traffic and, in cases of fire, accident, traffic congestion or other emergency, may direct it into such channels as are necessary to prevent or relieve congestion or give right of way.

(4) Every person shall obey any direction given under subsection (3). O. Reg. 210/73, s. 17.

18.—(1) No person shall operate a motorized snow vehicle in a conservation area except in a part thereof that is designated by the Authority for the purpose and unless a permit therefor has been issued by the Secretary-Treasurer.

(2) Every operator of a motorized snow vehicle shall produce the permit issued therefor by the Secretary-Treasurer for inspection by an officer upon request.

(3) No person shall operate a motorized snow vehicle in a conservation area except where a permit under the *Motorized Snow Vehicles Act* has been issued therefor.

(4) No person shall operate a motorized snow vehicle in a conservation area unless he is insured under a motor vehicle liability policy in accordance with the *Insurance Act* in respect thereof.

(5) No permit issued under this Regulation is transferable. O. Reg. 210/73, s. 18.

19.—(1) A Conservation area or any part thereof may be closed entirely during such specified periods of time as the Authority determines and no person shall enter upon or occupy such conservation area or any part thereof during the times posted.

(2) A conservation area or any part thereof may be closed to certain uses during such specified periods of time as the Authority determines and no person shall enter upon or occupy such conservation area or any part thereof for such specified uses during the times posted. O. Reg. 210/73, s. 19.

20. The following persons are appointed officers to enforce any regulation made under section 28 or 29 of the Act:

1. Members of the Ontario Provincial Police Force.
2. Members of any municipal police force operating within an area under the jurisdiction of the Authority.
3. Staff members of the Authority. O. Reg. 210/73, s. 20.

## REGULATION 139

### under the Conservation Authorities Act

#### CONSERVATION AREAS—METROPOLITAN TORONTO AND REGION

##### 1. In this Regulation,

(a) "all terrain vehicle" means a self-propelled vehicle designed to be driven,

(i) exclusively on snow or ice, or both,  
or

(ii) on land and water,

or any like vehicle, but does not include an automobile;

(b) "Authority" means The Metropolitan Toronto and Region Conservation Authority;

(c) "conservation area" means an area consisting of one parcel or, where two or more parcels are contiguous, the contiguous parcels of land owned by the Authority and for the purpose of this Regulation, Black Creek Pioneer Village shall be considered part of the Black Creek Conservation Area;

(d) "officer" means a member of a municipal police force within the area under the jurisdiction of the Authority or a member of the Ontario Provincial Police Force or a person appointed by the Authority to enforce this Regulation;

(e) "superintendent" means the supervisor in charge of a conservation area or a person designated as being in charge of a conservation area;

(f) "vehicle" means a vehicle as defined in the *Highway Traffic Act*. O. Reg. 845/77, s. 1; O. Reg. 205/79, s. 1.

2.—(1) This Regulation applies to the use by the public of conservation areas and the works, vehicles, boats, services and things of the Authority. O. Reg. 845/77, s. 2.

(2) Notwithstanding subsection (1), this Regulation does not apply to any conservation area which is operated or managed by a municipality pursuant to an agreement between the municipality and the Authority. O. Reg. 244/78, s. 1.

3. Where it is provided under this Regulation that a permit issued by the Authority is required for any purpose, such permit shall be issued on behalf of the Authority by the Secretary-Treasurer or his alternate or alternates, appointed by the Executive Committee of the Authority. O. Reg. 845/77, s. 3.

4. Any person to whom a permit has been issued by the Authority shall produce that permit for inspection by an officer upon the request of the officer. O. Reg. 845/77, s. 4.

5. Members, employees, servants and agents of the Authority and officers are exempt from the provisions of this Regulation while on the business of the Authority. O. Reg. 845/77, s. 5.

6.—(1) Where an officer believes on reasonable or probable grounds that a person,

(a) has, in a conservation area, used abusive, insulting, obscene or threatening language or has made excessive noise or has conducted himself in a manner that unnecessarily interfered with the use and enjoyment of the conservation area by other persons; or

(b) has, in a conservation area, assaulted another person or has performed any act that caused or was likely to cause a danger to persons using the conservation area,

he may remove the person from the conservation area and the Authority may cancel any permits of the person pertaining to the conservation area in which the incident occurred.

(2) No person who has been removed from a conservation area under subsection (1) shall within the following seventy-two hour period enter or attempt to enter the conservation area from which that person was removed without the permission of the Authority. O. Reg. 845/77, s. 6.

7. No person to whom a permit has been issued under this Regulation shall transfer the permit to any other person. O. Reg. 845/77, s. 7.

8. No person shall,

(a) deface, remove or damage any property in a conservation area;

(b) remove, injure or destroy any tree, shrub, plant, flower or growing thing, or any

soil, rock or other material in a conservation area;

- (c) kill, trap, hunt, pursue or in any manner disturb or cause to be disturbed any animal within a conservation area, except,

(i) in an area set aside by the Authority for the purpose, and

(ii) under the authority of a permit issued by the Authority;

- (d) be in possession of or fire or discharge any torpedo, rocket or fireworks of any kind in a conservation area;

- (e) perform any act that causes or is likely to cause danger or injury to other persons using a conservation area;

- (f) make any excavations in a conservation area except under the authority of a permit issued by the Authority;

- (g) leave any refuse or other object or material within a conservation area, except in receptacles or pits provided by the Authority for that purpose; or

- (h) occupy land in a conservation area except under the authority of a permit issued by the Authority. O. Reg. 845/77, s. 8.

9. Every person using a camp-site or other facility in a conservation area shall at all times maintain the area in a clean and sanitary condition, and when vacating the property shall restore such camp-site or other facility as nearly as possible to its natural condition and shall remove therefrom all personal belongings and effects. O. Reg. 845/77, s. 9.

10. No person shall erect, post, paste, fasten, paint or otherwise affix any placard, bill, notice or sign in a conservation area without a permit issued by the Authority. O. Reg. 845/77, s. 10.

11.—(1) No person shall bring a horse or other animal, except a dog or cat, into a conservation area without a permit issued by the Authority.

(2) A dog or cat shall at all times, while in a conservation area, be secured by a leash that does not exceed 2 metres in length but this subsection shall not apply in conservation areas or parts thereof that have been set aside and posted by the Authority for dog trials and training.

(3) No person shall permit a horse, dog or other animal to be in any place set aside for wading, bathing or swimming. O. Reg. 845/77, s. 11.

12. No person shall,

- (a) sell or offer for sale any article or service;

- (b) advertise or carry on any business or commercial enterprise; or

- (c) beg or solicit charity,

within a conservation area without a permit issued by the Authority or unless otherwise authorized by the Authority. O. Reg. 845/77, s. 12.

13. No person shall bring a show of any kind or any equipment for entertainment into a conservation area without a permit issued by the Authority. O. Reg. 845/77, s. 13.

14. No person shall,

- (a) conduct a public meeting or perform any act that causes persons to congregate or is likely to cause persons to congregate in a conservation area, except under a permit issued by the Authority; or

- (b) engage in athletic games or similar forms of recreation except in such parts of a conservation area as are designated for such purposes. O. Reg. 845/77, s. 14.

15. No person shall be in a conservation area after sunset or before 10.00 a.m. on any day unless authorized by a permit issued by the Authority or unless otherwise authorized by the Authority. O. Reg. 845/77, s. 15.

16.—(1) No person shall wade, bathe or swim in a conservation area except at such times and in such places as from time to time may be designated by the Authority for that purpose.

(2) No person shall take any inflatable object or snorkel or other underwater breathing device into the water in a conservation area. O. Reg. 845/77, s. 16.

17. No person shall operate a boat or use an outboard motor in any conservation area, except under a permit issued by the Authority. O. Reg. 845/77, s. 17.

18.—(1) No person shall light or maintain a fire in a conservation area in a place other than a fireplace or other location provided by the Authority for the purpose, except under a permit issued by the Authority.

(2) No person who lights a fire in a conservation area shall leave the fire unattended or leave the site of the fire before the fire is completely extinguished. O. Reg. 845/77, s. 18.

19.—(1) No person other than an officer shall,

- (a) discharge an air-gun or firearm;

- (b) shoot a slingshot; or

- (c) use any archery equipment,

in a conservation area except in conservation areas or parts thereof that have been set aside and posted by the Authority for hunting and archery or where range facilities are provided. O. Reg. 845/77, s. 19.

(2) No person when using a trap range in a conservation area shall use,

- (a) a manual thrower; or

- (b) a privately owned trap. O. Reg. 244/78, s. 2.

**20.—**(1) No person shall occupy a group camp-site, except under the authority of a group camp-site permit issued by the Authority.

(2) No person shall occupy an individual camp-site, except under the authority of an individual camp-site permit issued by the Authority.

(3) The length of stay in an individual camp-site shall not exceed seven consecutive days.

(4) A group or individual camp-site permit authorizes the occupation of the camp-site therein designated until noon of the departure day shown in the permit. O. Reg. 845/77, s. 20.

**21.—**(1) Sections 115, 121, 122 and 127 of the *Highway Traffic Act* apply, with necessary modifications, to the operation of vehicles on roads under the jurisdiction of the Authority.

(2) No person shall,

- (a) operate a vehicle within a conservation area except on a roadway or other place set aside by the Authority for that purpose;
- (b) operate a vehicle at a speed in excess of 20 kilometres per hour on any road under the jurisdiction of the Authority unless a greater rate of speed is posted by the Authority;
- (c) park a vehicle within a conservation area on any roadway or adjacent to any roadway, unless otherwise posted by the Authority;

- (d) park a vehicle on any grassy part of a conservation area unless such grassy part is posted as a parking area or is designated by an officer as a parking area; or

- (e) operate a public commercial vehicle, as defined in the *Public Commercial Vehicles Act*, within a conservation area for commercial purposes, except for the purpose of making deliveries within the conservation area.

(3) No person shall operate an all terrain vehicle in a conservation area except,

- (a) under the authority of a permit therefor issued by the Authority; and
- (b) in a part thereof that is designated therefor by the Authority.

(4) No person shall operate an all terrain vehicle in a conservation area unless he is insured under a motor vehicle liability policy in accordance with the *Insurance Act* in respect thereof.

(5) An officer may direct traffic and, in cases of fire, accident, traffic congestion or other emergency, may direct it into such channels as are necessary to prevent or relieve congestion or give right of way.

(6) Every person shall obey any direction given under subsection (5). O. Reg. 845/77, s. 21.

**22.** A conservation area or any part thereof may be closed entirely or closed to certain uses during such periods of time as the Authority determines and no person or vehicle shall enter upon or occupy such conservation area or part thereof during the times posted. O. Reg. 845/77, s. 22.

**23.** Fees for permits and for the occupation and use of lands and works, vehicles, boats, recreational facilities and services of the Authority shall be paid to the Authority in accordance with the Schedule. O. Reg. 244/78, s. 3.

**24.** The Authority may appoint, from time to time, officers to enforce this Regulation. O. Reg. 205/79, s. 2.

Schedule

1. In this Schedule "season" means the summer season that commences on the 1st day of April and ends on the 31st day of October in any year or the winter season that commences on the 1st day of November and ends on the 31st day of March of the next following year.

2. The following fees shall be paid to the Authority for permits issued by the Authority and for the occupation and use of the lands and works, vehicles, boats, recreational facilities and services of the Authority:

1. For parking in all conservation areas except Black Creek, Palgrave and Woodbridge and except Claremont during the winter season,

(a) for one vehicle carrying less than ten passengers, per day .....	\$ 2.50
(b) for an annual parking permit for one vehicle carrying less than ten passengers, per year .....	30.00
(c) for one vehicle carrying ten or more passengers, per day .....	15.00

2. For a permit at Glen Haffy Extension,

(a) for the use of each fishing pond, including vehicle parking for not more than twenty vehicles, per day .....	80.00
(b) for parking, for each vehicle in addition to the twenty vehicles for which a fee is paid under clause (a) .....	2.50
(c) for the use of row boats, including life jackets and oars, when used in conjunction with a permit issued under clause (a), plus Provincial Retail Sales Tax, per pond, per day .....	20.00
(d) for the use of the cabin, when used in conjunction with a permit issued under clause (a), per day .....	25.00

3.—(1) For entrance to the Black Creek Pioneer Village from the day the buildings open in March to the day the buildings close in January, per day,

(a) for each person over fifteen years of age who is not a student .....	3.50
(b) for each person fifteen years of age or under or each student with a student card .....	1.00
(c) for a family, consisting of one or two adults and their children who are fifteen years of age or under or who are students with a student card, maximum .....	7.00
(d) for each person who is sixty-five years of age or over .....	1.50
(e) for each person over fifteen years of age who is part of a group of twenty-five persons or more entering as a group .....	3.00

(2) For an annual permit expiring on the 31st day of December of the year in which the permit is issued, for entrance to the Black Creek Pioneer Village,

(a) for a family, consisting of one or two adults and their children who are fifteen years of age or under or who are students with a student card .....	25.00
(b) for an individual .....	15.00

(3) For entrance to the Black Creek Pioneer Village from the day after the buildings close in January to the day before the buildings open in March, per day,

(a) for each person over fifteen years of age .....	.50
(b) for each person fifteen years of age or under .....	.25
(c) for a family consisting of one or two adults and their children who are fifteen years of age or under or who are students with a student card, maximum .....	1.50

4. For the use of the Heart Lake Recreation Building, the Albion Hills Chalet or the Bruce's Mill Beach Centre, with a minimum fee of \$30.00 plus parking fees, per hour .....	\$15.00
5.—(1) For the use of the Cold Creek Conservation Field Centre meeting room with a minimum rental fee of \$20.00 plus parking fees, per hour .....	10.00
(2) For the use of kitchen facilities in conjunction with the use of the meeting room for which a fee is paid under subparagraph (1), per hour .....	5.00
6.—(1) For the rental of a row-boat including life jackets and oars, in a conservation area except Glen Haffy Extension, including Provincial Retail Sales Tax, per hour .....	3.00
(2) For the rental of a canoe, including life jackets and paddles, including Provincial Retail Sales Tax,	
(a) per hour .....	3.50
(b) per day .....	15.00
(3) For canoeing instructions for a group of at least five people, with a reservation, including the use of a canoe, life jackets and paddles, per group member,	
(a) per half-day .....	3.50
(b) per day .....	6.00
(4) For canoeing instruction courses for individuals including the use of a canoe, life jackets and paddles, per course, per person .....	35.00
(5) For group canoeing instruction, other than a group with a reservation, for a one hour lesson, per person .....	2.75
7. For a horse-drawn sleigh ride at the Black Creek Pioneer Village,	
(a) for each person on an individual basis, during open hours, per ride .....	.35
(b) for a reserved group during open hours, per half hour .....	15.00
(c) for a reserved group, from 7.15 p.m. to 8.15 p.m. ....	75.00
8. For a permit authorizing a corn roast or similar activity after sunset, not including parking, in any conservation area except Black Creek .....	25.00
9.—(1) For a permit to occupy a specially designated group overnight camp-site, including parking for up to seven nights,	
(a) for a group of not more than twenty persons, per night .....	7.00
(b) for each person, in addition to the twenty persons for whom a fee is paid under clause (a), per night .....	.35
(2) For a permit to occupy a group day camp-site, including parking, per person, per day ..	.35
10. For a permit to occupy an individual camp-site,	
(a) at Albion Hills and Cold Creek Conservation Areas, per night .....	5.00
(b) at the Indian Line Tourist Campground, per night .....	7.00
11. For electric power at an individual camp-site, where available, per night .....	1.00
12. For firewood at a conservation area named in paragraph 10, per bundle .....	1.00
13. For showers at Albion Hills and Indian Line Tourist Campground, for a controlled time period .....	.25

14. For launching a boat, not including vehicle parking, per day .....	\$ 1.00
15. For a permit for use of a conservation area for horseback riding, not including vehicle parking,	
(a) per day, per horse .....	1.00
(b) per year, per horse .....	20.00
16. For a permit for the operation of an all terrain vehicle, not including vehicle parking, per'day .	1.00
17. Except at the Black Creek Pioneer Village, for a permit for a group picnic, not including vehicle parking,	
(a) for a group of not more than 100 persons .....	10.00
(b) for each fifty persons or fewer persons in addition to the 100 persons for whom a fee is paid under clause (a) .....	5.00
(c) for the use of a shelter, when available, in addition to any other fees paid under this paragraph, per day .....	25.00
(d) for a fire in a ground fire pit designated for that purpose, in addition to any other fee paid under this paragraph, per day .....	10.00
18. For use of the Petticoat Creek swimming area,	
(a) per person, per day .....	.50
(b) for a book of ten tickets .....	4.00
19. For the rental of buildings and equipment at Black Creek Pioneer Village,	
(a) for the use of any one location for a wedding, including rehearsal .....	175.00
(b) for the use of a horse and vehicle for a wedding .....	80.00
(c) for the use of the Half-Way House Dining Room .....	50.00
(d) for the use of a Village Building (other than for a wedding) .....	100.00
20. For the purposes of commercial photography or filming in that part of the Black Creek Conservation Area known as the Black Creek Pioneer Village,	
(a) for use of the grounds and environs,	
(i) from 8.30 a.m. until midnight, per hour, excluding staff .....	35.00
(ii) from midnight until 8.30 a.m., per hour, excluding staff .....	100.00
(b) for the use of the interior of the buildings,	
(i) from 8.30 a.m. until midnight, per hour, excluding staff .....	50.00
(ii) from midnight until 8.30 a.m., per hour, excluding staff .....	100.00
(c) for the rental of animals and equipment, excluding staff,	
(i) for a horse and vehicle,	
(A) for the first hour .....	35.00
(B) for each additional hour .....	5.00
(ii) for a cow, ox or other animal,	

(A) for the first hour .....	\$25.00
(B) for each additional hour .....	5.00
(d) for the rental of costumes each, per day .....	16.00
(e) for participation by staff of the Authority,	
(i) in the case of a supervisor, per person, per hour,	
(A) during open hours .....	10.00
(B) after open hours .....	15.00
(C) after midnight .....	25.00
(ii) in the case of security or maintenance personnel, per person, per hour,	
(A) during open hours .....	10.00
(B) after open hours .....	15.00
(C) after midnight .....	25.00
(iii) in the case of livestock handlers and drivers, per person, per hour,	
(A) during open hours .....	7.00
(B) after open hours .....	10.50
(C) after midnight .....	25.00
(iv) in the case of models or any other employees of the Authority, per person, per hour,	
(A) during open hours .....	7.00
(B) after open hours .....	10.50
(C) after midnight .....	15.00
21. For commercial photography or filming in any conservation area, except that part of the Black Creek Conservation Area known as Black Creek Pioneer Village,	
(a) for the use of the grounds and environs, excluding staff and equipment, per hour .	15.00
(b) for participation by staff of the Authority,	
(i) during the usual working hours of the staff member, per person, per hour .	10.00
(ii) after the usual working hours of the staff member, per person, per hour ...	15.00
(c) for use of Authority vehicles or tractors, including Authority staff to operate such vehicles or tractors,	
(i) during the usual working hours of the staff member, per vehicle, per hour .	15.00
(ii) after the usual working hours of the staff member, per vehicle, per hour ..	20.00
22. For school visitations at Black Creek Pioneer Village,	
(a) for conducted tours, Monday to Friday, per student, per tour .....	1.00
(b) for the Christmas tour, per student, per tour .....	2.50

(c) for the Pioneer Craft Program, per student, per program .....	\$ 2.50
(d) for the Dickson Hill School Program, per student, per day .....	1.25
23. For entrance to the Kortright Centre for Conservation,	
(a) for each person over fifteen years of age who is not a student, per day .....	1.00
(b) for each person fifteen years of age or under, or each student with a student card, per day .....	.75
(c) for family consisting of one or two adults and their children who are fifteen years of age or under or who are students with a student card, maximum .....	3.00
(d) for each person fifteen years of age or under or student who is part of a group of twenty-five persons or more, per person, per hour of program .....	.50
(e) for an annual permit expiring on the 31st day of December in the year in which it was issued,	
(i) for a family consisting of one or two adults and their children who are fifteen years of age or under and who are students with a student card, per annum .....	25.00
(ii) for an individual, per annum .....	15.00
24. For the use of a rifle range at the Cold Creek Conservation Area,	
(a) for a daily permit, per person .....	1.00
(b) for a group permit, not including week-ends or holidays, per season .....	50.00
(c) for a special event permit .....	10.00
25. For the use of an archery range at the Cold Creek Conservation Area,	
(a) for a daily permit, per person .....	.50
(b) for a season group permit, not including week-ends or holidays .....	50.00
(c) for a special event permit .....	10.00
26. For a special event permit for the use of the trap range at the Cold Creek Conservation Area, per event .....	10.00
27.—(1) For the use of an electric trap at the Cold Creek Conservation Area,	
(a) per day, per person .....	1.00
(b) a group permit, per season .....	100.00
(2) For twenty-five clay birds for use with an electric trap, including Provincial Retail Sales Tax .....	1.50
28. For the use of a manual trap at the Cold Creek Conservation Area for use by up to five persons,	
(a) on Saturdays and holidays in the summer season, maximum of one hour .....	2.00
(b) on Sundays, in the summer season, maximum of one hour .....	3.00
(c) on week days, other than holidays, in the summer season .....	2.00
(d) on any day during the winter season. ....	2.00
29. For dog trials, at the Cold Creek Conservation Area,	

(a) for a group permit, per season .....	\$50.00
(b) for a special event permit .....	10.00
30. For a guided tour, during the maple syrup operation at Bruce's Mill Conservation Area, per person .....	.50
31. Subject to paragraphs 33 and 34, for the rental of ski equipment, when available, consisting of skis, boots and poles,	
(a) for cross-country skiing,	
(i) for individuals fifteen years of age or over, plus Provincial Retail Sales Tax, per day,	
(A) up to and including 1.00 p.m. ....	7.00
(B) after 1.00 p.m. ....	5.00
(ii) for individuals under fifteen years of age, plus Provincial Retail Sales Tax, per day,	
(A) up to and including 1.00 p.m. ....	5.00
(B) after 1.00 p.m. ....	3.50
(b) for downhill skiing, including the use of the ski lift,	
(i) for individuals fifteen years of age or over, plus Provincial Retail Sales Tax, per day,	
(A) up to and including 1.00 p.m. ....	7.00
(B) after 1.00 p.m. ....	5.00
(ii) for individuals under fifteen years of age, plus Provincial Retail Sales Tax, per day,	
(A) up to and including 1.00 p.m. ....	5.00
(B) after 1.00 p.m. ....	3.50
32. For the rental of snowshoes, when available, plus Provincial Retail Sales Tax, per day,	
(a) for individuals fifteen years of age or over .....	3.00
(b) for individuals under fifteen years of age .....	2.00
(c) for each individual in a group, with a reservation .....	2.00
(d) for each individual in a group including planned activity .....	5.00
33. For each individual in a group, with a reservation, for cross-country skiing instruction, including the use of cross-country ski equipment and ski trails, per day .....	5.50
34.—(1) For the use of a ski lift for downhill skiing, for an individual equipped with downhill ski equipment, not including parking, per day .....	3.00
(2) For the use of cross-country ski trails at Albion Hills and Bruce's Mill, for an individual equipped with cross-country ski equipment, not including vehicle parking, per day,	
(a) for each person fifteen years of age or over .....	1.00
(b) for each person under fifteen years of age .....	.50

- (3) For the use of a ski lift for downhill skiing for a group with a reservation, a minimum fee of \$100 per day, to be charged as follows:
- (a) for the use of the ski lift only, per person ..... \$ 2.00
  - (b) for the use of the ski lift and downhill ski instruction, per person ..... 4.00
  - (c) for the use of the ski lift and for rental of downhill ski equipment as described in paragraph 31, per person ..... 5.00
  - (d) for the use of the ski lift, downhill ski instruction and the rental of downhill ski equipment as described in paragraph 31, per person ..... 7.00
35. For entrance to the Claremont and Palgrave Conservation Areas during the winter season, per day,
- (a) for each person fifteen years of age or over ..... 1.00
  - (b) for each person under fifteen years of age ..... .50
36. For group cross-country skiing instruction, other than a group with a reservation, not including parking,
- (a) for persons fifteen years of age or over, for a 1½ hour lesson, per person ..... 3.50
  - (b) for persons under the age of fifteen years, for a 1½ hour lesson, per person ..... 2.25
37. For group downhill skiing instruction, other than a group with a reservation, not including parking,
- (a) for a one hour lesson, per person, fifteen years of age or over ..... 4.00
  - (b) for a one hour lesson, per person, under fifteen years of age ..... 3.00
38. For individual one hour lessons for downhill or cross-country skiing, when available, per person ..... 6.00
39. For fishing bait at Heart Lake and Glen Haffy Conservation Areas, per box ..... 2.00
40. For firewood, including delivery within a radius of thirty-two kilometres of the source of such firewood, per cubic metre ..... 35.00
41. For the use of Cold Creek Conservation Field Centre,
- (a) for a day program for school children in grade 6 or any grade higher than grade 6 per person, per day ..... 5.00
  - (b) for a bog walk for school children in grade 5 or any grade higher than grade 5 with a maximum group of thirty persons and a minimum charge of \$15 per group, per person . . . . . 75
  - (c) for overnight camping for a minimum of ten persons to a maximum of thirty persons, including tents and firewood, per person, per night ..... 2.50
  - (d) for the rental of a winter sleeping bag, per night ..... 75
42. For the Albion Hills Conservation Area Farm Program,
- (a) for a Farm Tour lasting approximately one hour, for school children in any grade, with a minimum charge of \$15 per tour and a maximum group size of forty persons, per person, per tour ..... 75
  - (b) for a Farm Tour lasting approximately two hours, for school children in grade 8 or any grade higher than grade 8, with a minimum charge of \$30 per tour and a maximum group size of forty persons, per person, per tour ..... 1.50

(c) for the Farm Work Program for school children in grade 6 or any grade higher than grade 6, with a minimum charge of \$20 per day and maximum group size of twenty persons, per person, per day .....	\$ 2.00
(d) for the Farm Pioneer Life Program for school children in grade 4 or any grade higher than grade 4, with a minimum charge of \$60 per day and a maximum group size of forty persons, per person, per day .....	3.00
(e) for the Farm Maple Syrup Program for school children in grade 4 or any grade higher than grade 4, with a minimum charge of \$60 per day and a maximum group size of forty persons, per person, per day .....	3.00
43. For the Albion House Program,	
(a) for the half day Pioneer Life Program for school children in grade 4 or any grade higher than grade 4, with a minimum charge of \$20 and a maximum group size of twenty persons, per person, per day .....	2.00
(b) for the full day Pioneer Life Program for school children in grade 4 or any grade higher than grade 4, with a minimum charge of \$35 and a maximum group size of twenty persons, per person, per day .....	3.50
44. For the conservation education program, per day,	
(a) at Albion Hills Conservation Field Centre .....	535.00
(b) at Claremont Conservation Field Centre .....	535.00
45. For the purchase of,	
(a) wildlife shrubs, per shrub .....	.50
(b) farm trees, per tree .....	3.00

O. Reg. 97/80, s. 1.



## REGULATION 140

under the Conservation Authorities Act

### CONSERVATION AREAS—NAPANEE REGION

#### 1. In this Regulation,

(a) "all terrain vehicle" means a self-propelled vehicle designed to be driven,

(i) exclusively on snow or ice, or both, or

(ii) on land and water,

or any like vehicle, but does not include an automobile;

(b) "Authority" means the Napanee Region Conservation Authority;

(c) "camp-site" means a parcel of land in an area operated by the Authority for the purpose of camping, and identified by a painted marker;

(d) "conservation area" means an area consisting of one parcel or where two or more parcels are contiguous the contiguous parcels of land owned by the Authority;

(e) "officer" means the superintendent, a conservation area attendant, a conservation officer appointed under the *Game and Fish Act*, a security officer, a member of a municipal police force within an area under the jurisdiction of the Authority or of the Ontario Provincial Police Force or a person appointed by the Authority to enforce this Regulation;

(f) "superintendent" means the supervisor in charge of a conservation area or a person designated as being in charge of a conservation area;

(g) "vehicle" means a vehicle as defined in the *Highway Traffic Act*. O. Reg. 48/78, s. 1.

2. This Regulation applies to the use by the public of conservation areas and the works, vehicles, boats, services and things of the Authority. O. Reg. 48/78, s. 2.

#### 3.—(1) No person shall,

(a) deface, remove or damage any property in a conservation area;

(b) remove, injure or destroy any tree, shrub, plant, flower or growing thing, or any soil, rock or other material in a conservation area;

(c) kill, trap, hunt, pursue or in any manner disturb, or cause to be disturbed any wild bird or animal within a conservation authority, except,

(i) in an area set aside by the Authority for that purpose, and

(ii) under the authority of a permit issued by the Authority;

(d) be in possession of, or fire or discharge any firearm, rocket, or fireworks of any kind in a conservation area except under the authority of a permit issued for that purpose by the Authority;

(e) occupy land in a conservation area except under the authority of a permit issued by the Authority;

(f) make any excavations in a conservation area except under the authority of a permit issued by the Authority.

(2) Except in conservation areas that have been set aside and posted by the Authority for hunting or archery, no person other than an officer shall possess an air-gun, firearm, slingshot, archery equipment or other device for the trapping, capturing or molesting of any wild bird or animal.

(3) Where an officer believes on reasonable or probable grounds that a person,

(a) has, in a conservation area, used abusive, insulting, obscene or threatening language or has made excessive noise or has conducted himself in a manner that unnecessarily interfered with the use and enjoyment of the conservation area by other persons; or

(b) has, in a conservation area, assaulted another person or has performed any act that causes or is likely to cause a danger to persons using the conservation area,

he may remove the person from the conservation area and the Authority may cancel any permits of the person pertaining to the conservation area in which the incident occurred.

(4) No person who has been removed from a conservation area under subsection (3) shall within the following seventy-two hour period enter or attempt to enter the conservation area from which that person was removed without the permission of the Authority. O. Reg. 48/78, s. 3.

4.—(1) No person shall leave any refuse or other objects or materials within a conservation area except in receptacles or pits provided by the Authority for that purpose.

(2) Every person using a camp-site or other facility in a conservation area shall at all times maintain the area in a clean and sanitary condition and when vacating the property shall restore such camp-site or other facility as nearly as possible to its natural condition and shall remove therefrom all personal belongings and effects. O. Reg. 48/78, s. 4.

5. No person shall erect, post, paste, fasten, paint or affix any placard, bill, notice or sign in a conservation area unless a permit therefor is first obtained from the Authority. O. Reg. 48/78, s. 5.

6.—(1) No person shall take any animal into a conservation area unless a permit therefor is first obtained from the Authority.

(2) No person shall permit a dog, cat or other pet to be in a conservation area unless such animal is secured by a leash that does not exceed two metres in length.

(3) No person shall permit any animal to be in any waters in a conservation area set aside for wading, bathing or swimming or upon any part of the beach adjacent thereto. O. Reg. 48/78, s. 6.

7. No person shall,

- (a) sell or offer for sale any article or service;
- (b) beg or solicit charity; or
- (c) advertise or carry on any business or commercial enterprise,

within a conservation area except under the authority of a permit therefor issued by the Authority. O. Reg. 48/78, s. 7.

8. No person shall bring a show or public performance of any kind or any equipment for the entertainment of the public into a conservation area without a permit therefor issued by the Authority. O. Reg. 48/78, s. 8.

9. No person shall conduct a public meeting or perform any act that causes persons to congregate or is likely to cause persons to congregate in a conservation area without a permit therefor issued by the Authority. O. Reg. 48/78, s. 9.

10. No person shall be in a conservation area after 11.30 p.m. and before 8.00 a.m. on any day unless authorized by a permit issued by the Authority or unless otherwise authorized by the Authority. O. Reg. 48/78, s. 10.

11.—(1) No person shall wade, bathe or swim in a conservation area except at such times as are designated and in such places as are set aside by the Authority for that purpose.

(2) No person shall take any inflatable object, swimming aids, snorkel or other underwater breathing device into the water in a conservation area. O. Reg. 48/78, s. 11.

12.—(1) No person shall operate or use,

- (a) a motorless watercraft; or
- (b) a motor driven watercraft,

in any waters within a conservation area, except in areas set aside therefor by the Authority.

(2) No person shall leave any watercraft unattended in a conservation area, or permit any watercraft owned by him to be left unattended in a conservation area, except,

- (a) with the written permission of the superintendent; or
- (b) in an area operated for the purpose by the Authority. O. Reg. 48/78, s. 12.

13.—(1) Except under the authority of a permit therefor issued by the Authority, no person shall light or maintain a fire in a conservation area in a place other than a fireplace or other location provided therefor by the Authority.

(2) No person who lights a fire in a conservation area shall leave the fire unattended or leave the site of the fire before the fire is completely extinguished. O. Reg. 48/78, s. 13.

14.—(1) No person shall camp in a conservation area except in such places as are set aside by the Authority for that purpose.

(2) No person shall occupy a camp-site except under the authority of a permit therefor issued by the Authority.

(3) No person shall camp under the authority of a camp-site permit in a conservation area for more than fourteen consecutive days or for more than twenty-eight days in a year.

(4) A camp-site permit authorizes the permittee and five other persons to occupy the camp-site until 2 p.m. of the departure day shown in the permit.

(5) Notwithstanding subsection (4), the number of persons authorized to occupy a camp-site under a camp-site permit may exceed six where such persons comprise a single family consisting of parents and unmarried children of the same household.

(6) Notwithstanding subsection (4), members of a religious, charitable or educational organization or other philanthropic organization may be permitted to occupy a camp-site in an area operated by the Authority for the purpose of group camping under a single permit issued therefor by the Authority.

(7) The holder of a camp-site permit shall not park more than one vehicle on the camp-site assigned to the holder.

(8) Notwithstanding subsection (7), the holder of a camp-site permit may park an additional vehicle in an area set aside therefor by the superintendent. O. Reg. 48/78, s. 14.

15.—(1) Sections 115, 121, 122 and 127 of the *Highway Traffic Act* apply with necessary modifications to the operation of vehicles on roads under the jurisdiction of the Authority.

(2) No person shall,

(a) operate a vehicle within a conservation area except on a roadway or other place set aside therefor by the Authority;

(b) operate a vehicle at a speed in excess of 20 kilometres per hour on any road under the jurisdiction of the Authority unless a greater rate of speed is posted by the Authority;

(c) park a vehicle within a conservation area in a place other than one that has been set aside therefor by the Authority; or

(d) operate a public commercial vehicle, as defined in the *Public Commercial Vehicles Act*, within a conservation area for commercial purposes, except for the purpose of making deliveries within the conservation area. O. Reg. 48/78, s. 15.

16.—(1) No person shall operate an all terrain vehicle in a conservation area, except,

(a) under the authority of a permit therefor issued by the Authority; and

(b) in a part thereof that is set aside therefor by the Authority.

(2) Every operator of an all terrain vehicle shall produce the permit to operate the vehicle in a conservation area for inspection by an officer upon request.

(3) No person shall operate an all terrain vehicle in a conservation area unless he is insured under a motor vehicle liability policy in accordance with the *Insurance Act* in respect thereof. O. Reg. 48/78, s. 16.

17. No person shall ride a bicycle or any animal in a conservation area except on a roadway or other place set aside therefor by the Authority. O. Reg. 48/78, s. 17.

18.—(1) An officer may direct traffic and, in cases of fire, accident, traffic congestion or other emergency, may direct it into such channels as are necessary to prevent or relieve congestion or give right of way.

(2) Every person shall obey any direction given under subsection (1). O. Reg. 48/78, s. 18.

19. No person shall enter or leave a conservation area except at such locations as are designated or established for that purpose. O. Reg. 48/78, s. 19.

20. A conservation area or any part thereof may be closed entirely or closed to certain uses during such specified periods of time as the Authority determines and no person or vehicle shall enter upon or occupy such conservation area or part thereof during the times posted. O. Reg. 48/78, s. 20.

21. Staff members of the Authority are appointed officers to enforce this Regulation. O. Reg. 48/78, s. 21.



## REGULATION 141

### under the Conservation Authorities Act

#### CONSERVATION AREAS—NIAGARA PENINSULA

##### INTERPRETATION

#### 1. In this Regulation,

- (a) "Authority" means The Niagara Peninsula Conservation Authority;
- (b) "conservation area" means an area consisting of one or more parcels of land owned or leased by the Authority;
- (c) "motorized snow vehicle" means a motorized snow vehicle as defined in the *Motorized Snow Vehicles Act*;
- (d) "vehicle" means a vehicle as defined in the *Highway Traffic Act*. O. Reg. 859/74, s. 1.

2. This Regulation applies to the use by the public of conservation areas and the works, vehicles, boats, services and other property of the Authority. O. Reg. 859/74, s. 2.

#### 3. No person shall,

- (a) deface, remove or damage any property in a conservation area;
- (b) remove, injure or destroy any tree, shrub, plant, flower or other growing thing or any soil, rock or other material in a conservation area;
- (c) kill, trap, hunt, pursue or in any manner disturb or cause to be disturbed any wild bird, animal or reptile within a conservation area, except,
  - (i) in an area designated by the Authority for that purpose, and
  - (ii) under the authority of a permit issued by the Secretary-Treasurer of the Authority;
- (d) be in possession of, or fire or discharge any firearm, rocket or fireworks of any type or kind in a conservation area;
- (e) perform any act that causes or is likely to cause a danger to other persons using a conservation area. O. Reg. 859/74, s. 3.

4. No person shall leave any refuse or other objects or material within a conservation area except in

receptacles or pits provided by the Authority for that purpose. O. Reg. 859/74, s. 4.

5. No person shall erect, post, paste, fasten, paint or affix any placard, bill, notice or sign in a conservation area unless a permit therefor is first obtained from the Secretary-Treasurer of the Authority. O. Reg. 859/74, s. 5.

6.—(1) No person shall take any animal into a conservation area unless a permit therefor is first obtained from the Secretary-Treasurer of the Authority.

(2) No person shall permit an animal to be in a conservation area unless the animal is secured by a leash.

(3) No person shall permit an animal to be in any waters in a conservation area set aside for wading, bathing or swimming. O. Reg. 859/74, s. 6.

#### 7. No person shall,

- (a) sell or offer for sale any article or service;
- (b) beg or solicit charity;
- (c) advertise or carry on any business or commercial enterprise,

within a conservation area except under the authority of a permit therefor issued by the Secretary-Treasurer of the Authority. O. Reg. 859/74, s. 7.

8. No person shall conduct a public meeting or perform any act that causes persons to congregate or is likely to cause persons to congregate in a conservation area except under the authority of a permit therefor issued by the Secretary-Treasurer of the Authority. O. Reg. 859/74, s. 8.

9. No person shall be in a conservation area after sunset and before sunrise except under the authority of a permit therefor issued by the Secretary-Treasurer of the Authority. O. Reg. 859/74, s. 9.

10. No person shall wade, bathe or swim in a conservation area except at such times and at such places as are designated by the Authority for that purpose. O. Reg. 859/74, s. 10.

11. No person shall operate or use a boat in any waters within the confines of a conservation area, except in areas designated for such purpose. O. Reg. 859/74, s. 11.

12.—(1) Except under the authority of a permit therefor issued by the Secretary-Treasurer of the Authority, no person shall light or maintain a fire in a conservation area in a place other than a fire-place or other location provided by the Authority for that purpose.

(2) No person who lights a fire in a conservation area shall leave the fire unattended or leave the site of the fire before the fire is completely extinguished. O. Reg. 859/74, s. 12.

13. Except in conservation areas that have been designated and posted by the Authority for hunting and archery, no person other than a peace officer shall possess an air-gun, fire arm, sling-shot or archery equipment in a conservation area. O. Reg. 859/74, s. 13.

14.—(1) No person shall camp in a conservation area except in such places as are designated by the Authority for that purpose.

(2) No person shall occupy a camp-site except under the authority of a permit issued therefor by the Secretary-Treasurer of the Authority. O. Reg. 859/74, s. 14.

15.—(1) Sections 115, 121, 122 and 127 of the *Highway Traffic Act* apply with necessary modifications to the operation of vehicles on roads under the jurisdiction of the Authority.

(2) No person shall,

- (a) operate a vehicle within a conservation area except on a roadway or other place set aside by the Authority for that purpose;
- (b) operate a vehicle at a speed in excess of 15 miles per hour unless otherwise posted, on any road under the jurisdiction of the Authority;
- (c) park a vehicle within a conservation area in a place other than one that has been designated by the Authority for that purpose;
- (d) operate a public commercial vehicle, as defined in the *Public Commercial Vehicles Act*, within a conservation area for commercial purposes, except for the purpose of making deliveries within the conservation area; or
- (e) operate a motorized vehicle on nature trails in a conservation area.

(3) An officer may direct traffic and, in cases of fire, accident, traffic congestion or other emergency, may direct it into such channels as are necessary to prevent or relieve congestion or give right of way.

(4) Every person shall obey any direction given under subsection (3). O. Reg. 859/74, s. 15.

16.—(1) No person shall operate a motorized snow vehicle in a conservation area except,

- (a) under the authority of a permit therefor issued by the Secretary-Treasurer of the Authority; and
- (b) in a part thereof that is so designated by the Authority for that purpose.

(2) Every operator of a motorized snow vehicle shall produce the permit to operate the vehicle in a conservation area for inspection by an officer upon request.

(3) No person shall operate a motorized snow vehicle in a conservation area except where a permit under the *Motorized Snow Vehicles Act* has been issued therefor.

(4) No person shall operate a motorized snow vehicle in a conservation area unless he is insured under a motor vehicle liability policy in accordance with the *Insurance Act* in respect thereof. O. Reg. 859/74, s. 16.

17.—(1) A conservation area or any part thereof may be closed entirely during such specified periods of time as the Authority determines and no person shall enter upon or occupy any such conservation area or any part thereof during the times so posted.

(2) A conservation area or any part thereof may be closed to certain uses during such specified periods of time as the Authority determines and no person shall enter upon or occupy such conservation area or any part thereof for such specified uses during the times so posted. O. Reg. 859/74, s. 17.

18. Staff members of the Authority are appointed officers to enforce this Regulation. O. Reg. 859/74, s. 18.

## REGULATION 142

### under the Conservation Authorities Act

#### CONSERVATION AREAS—NORTH GREY REGION

##### INTERPRETATION

#### 1. In this Regulation,

- (a) "Authority" means North Grey Region Conservation Authority;
- (b) "conservation area" means an area consisting of one or more parcels of land owned or leased by the Authority;
- (c) "motorized snow vehicle" means a motorized snow vehicle as defined in the *Motorized Snow Vehicles Act*;
- (d) "vehicle" means a vehicle as defined in the *Highway Traffic Act*. O. Reg. 940/75, s. 1.

2. This Regulation applies to the use by the public of conservation areas and the works, vehicles, boats, services and other property of the Authority. O. Reg. 940/75, s. 2.

#### 3. No person shall,

- (a) deface, remove or damage any property in a conservation area;
- (b) remove, injure or destroy any tree, shrub, plant, flower or other growing thing or any soil, rock or other material in a conservation area;
- (c) kill, trap, hunt, pursue or in any manner disturb or cause to be disturbed any wild bird, animal or reptile within a conservation area, except,
  - (i) in an area designated by the Authority for that purpose, and
  - (ii) under the authority of a permit issued by the Secretary-Treasurer of the Authority;
- (d) be in possession of, or fire or discharge, any firearm, rocket or fireworks of any type or kind in a conservation area; or
- (e) perform any act that causes or is likely to cause a danger to other persons using a conservation area. O. Reg. 940/75, s. 3.

4. No person shall leave any refuse or other objects or material within a conservation area

except in receptacles or pits provided by the Authority for that purpose. O. Reg. 940/75, s. 4.

5. No person shall erect, post, paste, fasten, paint or affix any placard, bill, notice or sign in a conservation area unless a permit therefor is first obtained from the Secretary-Treasurer of the Authority. O. Reg. 940/75, s. 5.

6.—(1) No person shall take any animal into a conservation area unless a permit therefor is first obtained from the Secretary-Treasurer of the Authority.

(2) No person shall permit an animal to be in a conservation area unless the animal is secured by a leash.

(3) No person shall permit an animal to be in any waters in a conservation area set aside for wading, bathing or swimming. O. Reg. 940/75, s. 6.

#### 7. No person shall,

- (a) sell or offer for sale any article or service;
- (b) beg or solicit charity; or
- (c) advertise or carry on any business or commercial enterprise,

within a conservation area except under the authority of a permit therefor issued by the Secretary-Treasurer of the Authority. O. Reg. 940/75, s. 7.

8. No person shall conduct a public meeting or perform any act that causes persons to congregate or is likely to cause persons to congregate in a conservation area except under the authority of a permit therefor issued by the Secretary-Treasurer of the Authority. O. Reg. 940/75, s. 8.

9. No person shall be in a conservation area after sunset and before sunrise except under the authority of a permit therefor issued by the Secretary-Treasurer of the Authority. O. Reg. 940/75, s. 9.

10. No person shall wade, bathe or swim in a conservation area except at such times and at such places as are designated by the Authority for that purpose. O. Reg. 940/75, s. 10.

11. No person shall operate or use a boat in any waters within the confines of a conservation area,

except in areas designated for such purpose. O. Reg. 940/75, s. 11.

**12.—(1)** Except under the authority of a permit therefor issued by the Secretary-Treasurer of the Authority, no person shall light or maintain a fire in a conservation area in a place other than a fireplace or other location provided by the Authority for that purpose.

(2) No person who lights a fire in a conservation area shall leave the fire unattended or leave the site of the fire before the fire is completely extinguished. O. Reg. 940/75, s. 12.

**13.** Except in conservation areas that have been designated and posted by the Authority for hunting and archery, no person other than a peace officer shall possess an air-gun, firearm, sling-shot or archery equipment in a conservation area. O. Reg. 940/75, s. 13.

**14.—(1)** No person shall camp in a conservation area except in such places as are designated by the Authority for that purpose.

(2) No person shall occupy a camp-site except under the authority of a permit issued therefor by the Secretary-Treasurer of the Authority. O. Reg. 940/75, s. 14.

**15.—(1)** Sections 115, 121, 122 and 127 of the *Highway Traffic Act* apply with necessary modifications to the operation of vehicles on roads under the jurisdiction of the Authority.

(2) No person shall,

- (a) operate a vehicle within a conservation area except on a roadway or other place set aside by the Authority for that purpose;
- (b) operate a vehicle at a speed in excess of 15 miles per hour unless otherwise posted, on any road under the jurisdiction of the Authority;
- (c) park a vehicle within a conservation area in a place other than one that has been designated by the Authority for that purpose;
- (d) operate a public commercial vehicle, as defined in the *Public Commercial Vehicles Act*, within a conservation area for commercial purposes, except for the purpose of making deliveries within the conservation area; or

(e) operate a motorized snow vehicle on nature trails in a conservation area.

(3) An officer may direct traffic and, in cases of fire, accident, traffic congestion or other emergency, may direct it into such channels as are necessary to prevent or relieve congestion or give right of way.

(4) Every person shall obey any direction given under subsection (3). O. Reg. 940/75, s. 15.

**16.—(1)** No person shall operate a motorized snow vehicle in a conservation area except,

- (a) under the authority of a permit therefor issued by the Secretary-Treasurer of the Authority; and
- (b) in a part thereof that is so designated by the Authority for that purpose.

(2) Every operator of a motorized snow vehicle shall produce the permit to operate the vehicle in a conservation area for inspection by an officer upon request.

(3) No person shall operate a motorized snow vehicle in a conservation area except where a permit under the *Motorized Snow Vehicles Act* has been issued therefor.

(4) No person shall operate a motorized snow vehicle in a conservation area unless he is insured under a motor vehicle liability policy in accordance with the *Insurance Act* in respect thereof. O. Reg. 940/75, s. 16.

**17.—(1)** A conservation area or any part thereof may be closed entirely during such specified periods of time as the Authority determines and no person shall enter upon or occupy any such conservation area or any part thereof during the times so posted.

(2) A conservation area or any part thereof may be closed to certain uses during such specified periods of time as the Authority determines and no person shall enter upon or occupy such conservation area or any part thereof for such specified uses during the times so posted. O. Reg. 940/75, s. 17.

**18.** Staff members of the Authority are appointed officers to enforce this Regulation. O. Reg. 940/75, s. 18.

## REGULATION 143

### under the Conservation Authorities Act

#### CONSERVATION AREAS— NOTTAWASAGA VALLEY

#### 1. In this Regulation,

- (a) "Authority" means the Nottawasaga Valley Conservation Authority;
- (b) "conservation area" means an area consisting of one parcel or, where two or more parcels are contiguous, the contiguous parcels of land owned by the Authority;
- (c) "motorized snow vehicle" means a motorized snow vehicle as defined in the *Motorized Snow Vehicles Act*;
- (d) "vehicle" means a vehicle as defined in the *Highway Traffic Act*. O. Reg. 249/71, s. 1.

2. This Regulation applies to the use by the public of conservation areas and the works, vehicles, boats, services and things of the Authority. O. Reg. 249/71, s. 2.

3. The Secretary-Treasurer may refuse to issue any permit required by this Regulation, where, in his opinion, to do so would not be in the interest of,

- (a) the best, safest and most orderly use of the conservation area by the public; or
- (b) the best administration of the conservation area, having regard to the conservation, restoration and development of the natural resources of the conservation area. O. Reg. 249/71, s. 3.

#### 4. No person shall,

- (a) deface, remove or damage any property in a conservation area;
- (b) remove, injure or destroy any tree, shrub, plant, flower or growing thing, or any soil, rock or other material in a conservation area;
- (c) kill, trap, hunt, pursue or in any manner disturb or cause to be disturbed any wild bird or animal within a conservation area, except,
  - (i) in an area set aside by the Authority for the purpose, and
  - (ii) under the authority of a permit issued by the Secretary-Treasurer;
- (d) fire or discharge any torpedo, rocket or other fireworks in or into a conservation area; or
- (e) perform any act that causes or is likely to cause a danger for other persons using a conservation area. O. Reg. 249/71, s. 4.

5. No person shall abandon any refuse or other object or material within a conservation area, except in receptacles or pits provided by the Authority for the purpose. O. Reg. 249/71, s. 5.

6. No person shall erect, post, paste, fasten, paint or affix any placard, bill, notice or sign in a conservation area unless a permit is first obtained from the Secretary-Treasurer. O. Reg. 249/71, s. 6.

7.—(1) No person shall bring a horse, cow or other animal into a conservation area without a permit therefor issued by the Secretary-Treasurer.

(2) No person shall permit a dog, cat or other pet to be in a conservation area unless,

- (a) the dog, cat or other pet is secured by a leash that does not exceed six feet in length; or
- (b) a permit therefor has been issued by the Secretary-Treasurer. O. Reg. 249/71, s. 7.

#### 8. No person shall,

- (a) sell or offer for sale any article or service;
- (b) advertise or carry on any business or commercial enterprise; or
- (c) beg or solicit charity,

within a conservation area without a permit therefor issued by the Secretary-Treasurer. O. Reg. 249/71, s. 8.

9. No person shall bring a show of any kind or any equipment for entertainment into a conservation area without a permit therefor issued by the Secretary-Treasurer. O. Reg. 249/71, s. 9.

10. Except under a permit therefor issued by the Secretary-Treasurer, no person shall conduct a public meeting or perform any act that congregates or is likely to congregate persons in a conservation area. O. Reg. 249/71, s. 10.

11. No person shall be in a conservation area after sunset and before sunrise without a permit therefor issued by the Secretary-Treasurer. O. Reg. 249/71, s. 11.

12.—(1) No person shall wade, bathe or swim in a conservation area except at such times and at such places as are set aside by the Authority for the purpose.

(2) No person shall take any inflatable object or snorkel or other underwater breathing device into

the water in a conservation area, unless a permit to do so has been issued by the Secretary-Treasurer. O. Reg. 249/71, s. 12.

13. No person shall use a watercraft fitted with any type of motor on the waters in any conservation area except under the authority of a permit therefor issued by the Secretary-Treasurer. O. Reg. 249/71, s. 13.

14.—(1) Except under a permit therefor issued by the Secretary-Treasurer, no person shall light or maintain a fire in a conservation area in a place other than a fireplace or other location provided by the Authority for the purpose.

(2) No person who lights a fire in a conservation area shall leave the fire unattended or leave the site of the fire before the fire is completely extinguished. O. Reg. 249/71, s. 14.

15. Except in conservation areas or parts thereof, that have been set aside and posted by the Authority for hunting and archery, no person, other than a peace officer or an authorized Authority employee or agent, shall possess an air-gun, fire-arm, sling-shot or archery equipment in a conservation area. O. Reg. 249/71, s. 15.

16. No person shall, within a seventy-five foot radius of any sign designating either a temporary or permanent sanctuary for fish, possess a rod, reel, net, line or any tackle that, in the opinion of the Authority staff, or its agents, may be used to catch fish. O. Reg. 249/71, s. 16.

17. No person shall possess a net, line, hook, trap, cage or any device for the trapping, capturing, or molesting of any wild animal, bird or creature within a conservation area, except under the authority of a permit therefor issued by the Secretary-Treasurer. O. Reg. 249/71, s. 17.

18. No person shall use, or have in his possession any form of live minnows in a conservation area. O. Reg. 249/71, s. 18.

19. No person shall occupy a camp-site except under the authority of a camp-site permit issued by the Secretary-Treasurer. O. Reg. 249/71, s. 19.

20. No person or group of persons shall have the sole, or 'reserved', use of any conservation area, or part thereof, except at such times and in such places as are set aside by the Authority for that purpose, and except under the authority of a permit therefor issued by the Secretary-Treasurer. O. Reg. 249/71, s. 20.

21.—(1) Sections 115, 121, 122 and 127 of the *Highway Traffic Act* apply to the operation of vehicles on roads under the jurisdiction of the Authority.

(2) No person shall,

- (a) operate a vehicle within a conservation area except on a roadway or other place set aside by the Authority for the purpose;

- (a) operate a vehicle at a speed in excess of 15 miles per hour on any road under the jurisdiction of the Authority, except where otherwise posted by the Authority;

- (c) park a vehicle within a conservation area in a place other than one that has been set aside by the Authority for the purpose; or

- (d) operate a public commercial vehicle, as defined in the *Public Commercial Vehicles Act*, within a conservation area for commercial purposes, except for the purpose of making deliveries within the conservation area; or

- (e) operate a motorized snow vehicle, all-terrain vehicle, or any like thing in any conservation area, except under a permit therefor issued by the Secretary-Treasurer.

(3) An officer or Authority staff member may direct traffic and, in cases of fire, accident, traffic congestion or other emergency, may direct it into such channels as are necessary to prevent or relieve congestion or give right-of-way.

(4) Every person shall obey any direction given under subsection (3). O. Reg. 249/71, s. 21.

22. No person shall enter a conservation area except at such locations as are clearly designated or established for that purpose. O. Reg. 249/71, s. 22.

23. A conservation area or any part thereof may be closed entirely or closed to certain uses during such specified periods of time as the Authority determines, and no person shall enter upon or occupy such conservation area or part thereof during the times posted. O. Reg. 249/71, s. 23.

24.—(1) The fees for parking in all conservation areas are,

- (a) for one car, motorcycle, motorbicycle, motor scooter, or all-terrain vehicle (A.T.V.), \$1 per day, or \$5 per season;

- (b) for one bus (ten passengers or more capacity), \$5 per day.

(2) The fee for rental of the Edenvale Conservation Area Picnic Shelter is \$5 per half-day, with a minimum fee of \$5.

(3) The fee for a permit authorizing a corn roast or similar activity in any conservation area after sunset is \$10.

(4) The fee for the issuing of a permit for a group overnight camp or a group day camp is \$5 per week. O. Reg. 249/71, s. 24.

## REGULATION 144

under the Conservation Authorities Act

### CONSERVATION AREAS—OTONABEE REGION

#### INTERPRETATION

#### 1. In this Regulation,

(a) “all terrain vehicle” means a self-propelled vehicle designed to be driven,

(i) exclusively on snow or ice, or both,  
or

(ii) on land and water,

or any like vehicle, but does not include an automobile;

(b) “Authority” means the Otonabee Region Conservation Authority;

(c) “camp-site” means a parcel of land in an area operated by the Authority for the purpose of camping and identified by a painted marker;

(d) “conservation area” means an area consisting of one or more parcels of land owned by the Authority;

(e) “motor vehicle” means a motor vehicle as defined in the *Highway Traffic Act*;

(f) “officer” means the superintendent, a conservation area attendant, a security officer, a member of a municipal police force within the area under the jurisdiction of the Authority or of the Ontario Provincial Police Force or a person appointed by the Authority to enforce this Regulation;

(g) “superintendent” means the supervisor in charge of a conservation area or a person designated as being in charge of a conservation area;

(h) “vehicle” means a vehicle as defined in the *Highway Traffic Act*. O. Reg. 179/77, s. 1.

2. This Regulation applies to the use by the public of conservation areas and the works, vehicles, boats, services and things of the Authority. O. Reg. 179/77, s. 2.

3. No person shall occupy land in a conservation area except under an authority granted under this Regulation. O. Reg. 179/77, s. 3.

4.—(1) No person shall,

(a) deface, remove or damage any property in a conservation area;

(b) remove, injure or destroy any tree, shrub, plant, flower or other growing thing or any soil, rock or other material in a conservation area;

(c) kill, trap, hunt, pursue or in any manner disturb or cause to be disturbed any wild bird, animal or reptile within a conservation area, except,

(i) in an area designated by the Authority for that purpose, and

(ii) under the authority of a permit issued for that purpose by the Authority;

(d) be in possession of, or fire or discharge any firearm, rocket or fireworks of any type or kind in a conservation area, except under the authority of a permit therefor issued by the Authority; or

(e) throw stones or other missiles in a conservation area.

(2) Where an officer believes on reasonable or probable grounds that a person,

(a) has, in a conservation area, used abusive, insulting, obscene or threatening language or has made excessive noise or has conducted himself in a manner that unnecessarily interfered with the use and enjoyment of the conservation area by other persons; or

(b) has, in a conservation area, assaulted another person or has performed any act that caused or was likely to cause a danger to persons using the conservation area,

he may remove the person from the conservation area and the Authority may cancel any permits of the person pertaining to the conservation area in which the incident occurred.

(3) No person who has been removed from a conservation area under subsection (2) shall within the following seventy-two hour period enter or attempt to enter the conservation area from which that person was removed without the permission of the Authority. O. Reg. 179/77, s. 4.

5.—(1) No person shall leave any refuse or other objects or material within a conservation area except in receptacles or pits provided by the Authority for that purpose.

(2) Every person using a camp-site or other facility in a conservation area shall at all times maintain the area in a clean and sanitary condition, and when vacating the property shall restore such camp-site or other facility as nearly as possible to its natural condition and shall remove therefrom all personal belongings and effects. O. Reg. 179/77, s. 5.

6. No person shall make any excavations for any purpose in a conservation area without the written permission of the Authority. O. Reg. 179/77, s. 6.

7. No person shall erect, post, paste, fasten, paint or affix any placard, bill, notice or sign in a conservation area without a permit therefor being first obtained from the Authority. O. Reg. 179/77, s. 7.

8.—(1) No person shall take any animal into a conservation area unless a permit therefor is first obtained from the Authority.

(2) No person shall permit an animal to be in a conservation area unless the animal is secured by a leash that is not more than two metres in length.

(3) No person shall permit an animal to be in any waters in a conservation area set aside for wading, bathing or swimming or upon any part of the beach adjacent thereto. O. Reg. 179/77, s. 8.

9. No person shall,

- (a) sell or offer for sale any article or service;
- (b) beg or solicit charity; or
- (c) advertise or carry on any business or commercial enterprise within a conservation area,

except under the authority of a permit therefor issued by the Authority. O. Reg. 179/77, s. 9.

10. No person shall conduct a public meeting or perform any act that causes persons to congregate or is likely to cause persons to congregate in a conservation area except under the authority of a permit therefor issued by the Authority. O. Reg. 179/77, s. 10.

11. Except in conservation areas that have been designated and posted by the Authority for hunting and archery, no person other than a peace officer shall possess an air-gun, firearm, sling-shot or archery equipment in a conservation area. O. Reg. 179/77, s. 11.

12. No person shall engage in athletic games or similar forms of recreation except in such parts of a conservation area as are designated therefor by the Authority. O. Reg. 179/77, s. 12.

13. No person shall wade, bathe or swim in a conservation area except at such times and at such places as are designated therefor by the Authority. O. Reg. 179/77, s. 13.

14.—(1) No person shall operate or use a boat in any waters within a conservation area, except in areas designated therefor by the Authority.

(2) No person shall place or operate a motor-powered boat or an all terrain vehicle in the waters of,

(a) the Indian River within the Warsaw Caves Conservation Area, the Hope Mill Conservation Area or the Lang Mill Conservation Area; or

(b) the Ouse River within the Norwood Conservation Area.

(3) No person shall leave a boat unattended in a conservation area or permit a boat owned by him to be left unattended in a conservation area, except,

(a) in an area operated for that purpose by the Authority; or

(b) with the written permission of the superintendent. O. Reg. 179/77, s. 14.

15.—(1) Except under the authority of a permit therefor issued by the Authority, no person shall light or maintain a fire in a conservation area in a place other than a fire-place or other location provided therefor by the Authority.

(2) No person who lights a fire in a conservation area shall leave the fire unattended or leave the site of the fire before the fire is completely extinguished. O. Reg. 179/77, s. 15.

16.—(1) No person shall camp in a conservation area except in such places as are designated therefor by the Authority.

(2) No person shall occupy a camp-site in a conservation area except under the authority of a permit therefor issued by the Authority. O. Reg. 179/77, s. 16.

17. No person shall be in a conservation area after sunset and before sunrise except under the authority of a permit therefor issued by the Authority. O. Reg. 179/77, s. 17.

18. No person shall camp under the authority of a camp-site permit in a conservation area for more than fourteen consecutive days or for more

than twenty-eight days in a year. O. Reg. 179/77, s. 18.

19.—(1) A camp-site permit authorizes the permittee and five other persons to occupy the camp-site designated until 2 p.m. of the departure day shown in the permit.

(2) Notwithstanding subsection (1), the number of persons authorized to occupy a camp-site under a camp-site permit may exceed six where such persons are comprised of a single family, being parents and unmarried children of the same household.

(3) Notwithstanding subsection (1), members of a religious, charitable or educational organization or other philanthropic organization may be permitted to occupy a camp-site in an area operated by the Authority for the purpose of group camping under a single permit issued therefor.

(4) The holder of a camp-site permit shall not park more than one motor vehicle or two motorcycles on the camp-site assigned to the holder.

(5) Notwithstanding subsection (4), the holder of a camp-site permit may park an additional motor vehicle or motorcycle in an area designated therefor by the superintendent. O. Reg. 179/77, s. 19.

20.—(1) Sections 115, 121, 122 and 127 of the *Highway Traffic Act* apply with necessary modifications to the operation of vehicles on roads under the jurisdiction of the Authority.

(2) No person shall,

(a) operate a vehicle within a conservation area except on a roadway or other place set aside therefor by the Authority;

(b) operate a vehicle at a speed in excess of 15 miles per hour unless otherwise posted;

(c) park a vehicle within a conservation area in a place other than one that has been designated therefor by the Authority; or

(d) operate a public commercial vehicle, as defined in the *Public Commercial Vehicles Act*, within a conservation area for commercial purposes, except for the purpose of making deliveries within the conservation area. O. Reg. 179/77, s. 20.

21.—(1) No person shall operate an all terrain vehicle in a conservation area except,

(a) under the authority of a permit therefor issued by the Authority; and

(b) in a part thereof that is designated therefor by the Authority.

(2) Every operator of an all terrain vehicle shall produce the permit to operate the vehicle in a conservation area for inspection by an officer upon request.

(3) No person shall operate an all terrain vehicle in a conservation area unless he is insured under a motor vehicle liability policy in accordance with the *Insurance Act* in respect thereof. O. Reg. 179/77, s. 21.

22. No person shall ride a bicycle or any animal in a conservation area except on a roadway or other place designated therefor by the Authority. O. Reg. 179/77, s. 22.

23. An officer may direct traffic and, in cases of fire, accident, traffic congestion or other emergency, may direct it into such channels as are necessary to prevent or relieve congestion or give right of way. O. Reg. 179/77, s. 23.

24. Staff members of the Authority are appointed officers to enforce this Regulation. O. Reg. 179/77, s. 24.



## REGULATION 145

under the Conservation Authorities Act

### CONSERVATION AREAS—PRINCE EDWARD REGION

#### INTERPRETATION

1. In this Regulation,

- (a) "Authority" means The Prince Edward Region Conservation Authority;
- (b) "conservation area" means an area consisting of one or more parcels of land owned or leased by the Authority;
- (c) "motorized snow vehicle" means a motorized snow vehicle as defined in the *Motorized Snow Vehicles Act*;
- (d) "vehicle" means a vehicle as defined in the *Highway Traffic Act*. O. Reg. 514/74, s. 1.

2. This Regulation applies to the use by the public of conservation areas and the works, vehicles, boats, services and things of the Authority. O. Reg. 514/74, s. 2.

3. No person shall,

- (a) deface, remove or damage any property in a conservation area;
- (b) remove, injure or destroy any tree, shrub, plant, flower or growing thing or any soil, rock or other material in a conservation area;
- (c) kill, trap, hunt, pursue or in any manner disturb or cause to be disturbed any wild bird, animal or reptile within a conservation area, except,
  - (i) in an area designated by the Authority for the purpose, and
  - (ii) under the authority of a permit issued by the Secretary-Treasurer;
- (d) be in possession of, or fire or discharge any firearm, rocket or fireworks of any type or kind in a conservation area; or
- (e) perform any act that causes or is likely to cause a danger for other persons using a conservation area. O. Reg. 514/74, s. 3.

4. No person shall leave any refuse or other objects or material within a conservation area except in receptacles or pits provided by the Authority for that purpose. O. Reg. 514/74, s. 4.

5. No person shall erect, post, paste, fasten, paint or affix any placard, bill, notice or sign in a conservation area unless a permit therefor is first obtained from the Secretary-Treasurer. O. Reg. 514/74, s. 5.

6.—(1) No person shall take any animal into a conservation area unless a permit therefor is first obtained from the Secretary-Treasurer.

(2) No person shall permit an animal to be in a conservation area unless the animal is secured by a leash.

(3) No person shall permit an animal to be in any waters in a conservation area set aside for wading, bathing or swimming. O. Reg. 514/74, s. 6.

7. No person shall,

- (a) sell or offer for sale any article or service;
- (b) beg or solicit charity; or
- (c) advertise or carry on any business or commercial enterprise,

within a conservation area except under the authority of a permit therefor issued by the Secretary-Treasurer. O. Reg. 514/74, s. 7.

8. No person shall conduct a public meeting or perform any act that causes persons to congregate or is likely to cause persons to congregate in a conservation area except under the authority of a permit therefor issued by the Secretary-Treasurer. O. Reg. 514/74, s. 8.

9. No person shall be in a conservation area after sunset and before sunrise except under the authority of a permit therefor issued by the Secretary-Treasurer. O. Reg. 514/74, s. 9.

10. No person shall wade, bathe or swim in a conservation area except at such times and at such places as are designated by the Authority for the purpose. O. Reg. 514/74, s. 10.

11. No person shall operate or use a boat in any waters within the confines of a conservation area, except in areas designated for such purpose. O. Reg. 514/74, s. 11.

12.—(1) Except under the authority of a permit therefor issued by the Secretary-Treasurer, no person shall light or maintain a fire in a conservation area in a place other than a fireplace or other location provided by the Authority for the purpose.

(2) No person who lights a fire in a conservation area shall leave the fire unattended or leave the site of the fire before the fire is completely extinguished. O. Reg. 514/74, s. 12.

**13.** Except in conservation areas that have been designated and posted by the Authority for hunting and archery, no person other than a peace officer shall possess an air-gun, fire arm, sling-shot or archery equipment in a conservation area. O. Reg. 514/74, s. 13.

**14.—(1)** No person shall camp in a conservation area except in such places as are designated by the Authority for the purpose.

(2) No person shall occupy a camp-site except under the authority of a permit issued by the Secretary-Treasurer. O. Reg. 514/74, s. 14.

**15.—(1)** Sections 115, 121, 122 and 127 of the *Highway Traffic Act* apply to the operation of vehicles on roads under the jurisdiction of the Authority.

(2) No person shall,

(a) operate a vehicle within a conservation area except on a roadway or other place set aside by the Authority for the purpose;

(b) operate a vehicle at a speed in excess of 15 miles per hour unless otherwise posted, on any road under the jurisdiction of the Authority;

(c) park a vehicle within a conservation area in a place other than one that has been designated by the Authority for the purpose;

(d) operate a public commercial vehicle, as defined in the *Public Commercial Vehicles Act*, within a conservation area for commercial purposes, except for the purpose of making deliveries within the conservation area; or

(e) operate a motorized vehicle on nature trails in conservation areas.

(3) An officer may direct traffic and, in cases of fire, accident, traffic congestion or other emergency, may direct it into such channels as are necessary to prevent or relieve congestion or give right of way.

(4) Every person shall obey any direction given under subsection (3). O. Reg. 514/74, s. 15.

**16.—(1)** No person shall operate a motorized snow vehicle in a conservation area except,

(a) under the authority of a permit therefor issued by the Secretary-Treasurer; and

(b) in a part thereof that is designated by the Authority for the purpose.

(2) Every operator of a motorized snow vehicle shall produce the permit to operate the vehicle in a conservation area for inspection by an officer upon request.

(3) No person shall operate a motorized snow vehicle in a conservation area except where a permit under the *Motorized Snow Vehicles Act* has been issued therefor.

(4) No person shall operate a motorized snow vehicle in a conservation area unless he is insured under a motor vehicle liability policy in accordance with the *Insurance Act* in respect thereof. O. Reg. 514/74, s. 16.

**17.—(1)** A conservation area or any part thereof may be closed entirely during such specified periods of time as the Authority determines and no person shall enter upon or occupy any such conservation area or part thereof during the times posted.

(2) A conservation area or any part thereof may be closed to certain uses during such specified periods of time as the Authority determines and no person shall enter upon or occupy such conservation area or any part thereof for such specified uses during the times posted. O. Reg. 514/74, s. 17.

**18.** Staff members of the Authority are appointed officers to enforce this Regulation. O. Reg. 514/74, s. 18.

## REGULATION 146

### under the Conservation Authorities Act

#### CONSERVATION AREAS—RIDEAU VALLEY

##### INTERPRETATION

#### 1. In this Regulation,

- (a) "Authority" means The Rideau Valley Conservation Authority;
- (b) "conservation area" means an area consisting of one or more parcels of land owned or leased by the Authority;
- (c) "motorized snow vehicle" means a motorized snow vehicle as defined in the *Motorized Snow Vehicles Act*;
- (d) "vehicle" means a vehicle as defined in the *Highway Traffic Act*. O. Reg. 248/74, s. 1.

2. This Regulation applies to the use by the public of conservation areas and the works, vehicles, boats, services and things of the Authority. O. Reg. 248/74, s. 2.

#### 3. No person shall,

- (a) deface, remove or damage any property in a conservation area;
- (b) remove, injure or destroy any tree, shrub, plant, flower or growing thing or any soil, rock or other material in a conservation area;
- (c) kill, trap, hunt, pursue or in any manner disturb or cause to be disturbed any wild bird, animal or reptile within a conservation area, except,
  - (i) in an area designated by the Authority for the purpose, and
  - (ii) under the authority of a permit issued by the Secretary-Treasurer;
- (d) be in possession of, or fire or discharge any firearm, rocket or fireworks of any type or kind in a conservation area; or
- (e) perform any act that causes or is likely to cause a danger for other persons using a conservation area. O. Reg. 248/74, s. 3.

4. No person shall leave any refuse or other objects or material within a conservation area except in receptacles or pits provided by the Authority for that purpose. O. Reg. 248/74, s. 4.

5. No person shall erect, post, paste, fasten, paint or affix any placard, bill, notice or sign in a conservation area unless a permit therefor is first obtained from the Secretary-Treasurer. O. Reg. 248/74, s. 5.

6.—(1) No person shall take any animal into a conservation area unless a permit therefor is first obtained from the Secretary-Treasurer.

(2) No person shall permit an animal to be in a conservation area unless the animal is secured by a leash.

(3) No person shall permit an animal to be in any waters in a conservation area set aside for wading, bathing or swimming. O. Reg. 248/74, s. 6.

#### 7. No person shall, within a conservation area,

- (a) sell or offer for sale any article or service;
- (b) beg or solicit charity; or
- (c) advertise or carry on any business or commercial enterprise,

except under the authority of a permit therefor issued by the Secretary-Treasurer. O. Reg. 248/74, s. 7.

8. No person shall conduct a public meeting or perform any act that causes persons to congregate or is likely to cause persons to congregate in a conservation area except under the authority of a permit therefor issued by the Secretary-Treasurer. O. Reg. 248/74, s. 8.

9. No person shall be in a conservation area after sunset and before sunrise except under the authority of a permit therefor issued by the Secretary-Treasurer. O. Reg. 248/74, s. 9.

10. No person shall wade, bathe or swim in a conservation area except at such times and at such places as are designated by the Authority for the purpose. O. Reg. 248/74, s. 10.

11. No person shall operate or use a boat in any waters within the confines of a conservation area, except in areas designated for such purpose. O. Reg. 248/74, s. 11.

12.—(1) Except under the authority of a permit therefor issued by the Secretary-Treasurer, no person shall light or maintain a fire in a conservation area in a place other than a fireplace or other location provided by the Authority for the purpose.

(2) No person who lights a fire in a conservation area shall leave the fire unattended or leave the site of the fire before the fire is completely extinguished. O. Reg. 248/74, s. 12.

13. Except in conservation areas that have been designated and posted by the Authority for hunting and archery, no person other than a peace officer shall possess an air-gun, fire arm, sling-shot or archery equipment in a conservation area. O. Reg. 248/74, s. 13.

14.—(1) Except for groups approved by the Authority, no person shall camp overnight in a conservation area.

(2) A group approved by the Authority shall camp overnight in a conservation area only,

(a) where a permit has been issued by the Authority; and

(b) in such places as are designated for that purpose by the Authority.

(3) The fee for a group camping permit is \$5.00 per night. O. Reg. 629/77, s. 1.

15.—(1) Sections 115, 121, 122 and 127 of the *Highway Traffic Act* apply to the operation of vehicles on roads under the jurisdiction of the Authority.

(2) No person shall,

(a) operate a vehicle within a conservation area except on a roadway or other place set aside by the Authority for the purpose;

(b) operate a vehicle at a speed in excess of 15 miles per hour, unless otherwise posted, on any road under the jurisdiction of the Authority;

(c) park a vehicle within a conservation area in a place other than one that has been designated by the Authority for the purpose;

(d) operate a public commercial vehicle, as defined in the *Public Commercial Vehicles Act*, within a conservation area for commercial purposes, except for the purpose of making deliveries within the conservation area; or

(e) operate a motorized vehicle on nature trails in conservation areas.

(3) An officer may direct traffic and, in cases of fire, accident, traffic congestion or other emergency, may direct it into such channels as are necessary to prevent or relieve congestion or give right of way.

(4) Every person shall obey any direction given under subsection (3). O. Reg. 248/74, s. 15.

16.—(1) No person shall operate a motorized snow vehicle in a conservation area except,

(a) under the authority of a permit therefor issued by the Secretary-Treasurer; and

(b) in a part thereof that is designated by the Authority for the purpose.

(2) Every operator of a motorized snow vehicle shall produce the permit to operate the vehicle in a conservation area for inspection by an officer upon request.

(3) No person shall operate a motorized snow vehicle in a conservation area except where a permit under the *Motorized Snow Vehicles Act* has been issued therefor.

(4) No person shall operate a motorized snow vehicle in a conservation area unless he is insured under a motor vehicle liability policy in accordance with the *Insurance Act* in respect thereof. O. Reg. 248/74, s. 16.

17.—(1) A conservation area or any part thereof may be closed entirely during such specified periods of time as the Authority determines and no person shall enter upon or occupy any such conservation area or part thereof during the times posted.

(2) A conservation area or any part thereof may be closed to certain uses during such specified periods of time as the Authority determines and no person shall enter upon or occupy such conservation area or any part thereof for such specified uses during the times posted. O. Reg. 248/74, s. 17.

18.—(1) The fee for the rental of the Interpretive Centre in the Foley Mountain Conservation Area or in the Baxter Conservation Area is,

(a) \$10 per day when the Interpretive Centre is used by a non-profit service organization for business or information meetings;

(b) \$25 per day when the Interpretive Centre is used for purposes of public meetings for which there is no admission charge or for purposes of education by school groups or other groups approved by the Authority;

(c) \$50 per day when the Interpretive Centre is used for municipal group gatherings lasting no later than 11.00 p.m. of the day on which the meeting is held; and

(d) \$100 per day when the Interpretive Centre is used for any purpose other than those contained in clause (a), (b) or (c).

(2) Where a fee is payable pursuant to clause (1) (d), an additional fee of \$20 per hour shall be paid if the Interpretive Centre is used after 1.00 a.m. of the day following the day for which a fee is initially payable under clause (1) (d). O. Reg. 863/79, s. 1, *part*.

19. Staff members of the Authority are appointed officers to enforce this regulation. O. Reg. 248/74, s. 18.

## REGULATION 147

### under the Conservation Authorities Act

#### CONSERVATION AREAS—ST. CLAIR REGION

##### INTERPRETATION

##### 1. In this Regulation,

- (a) "Authority" means St. Clair Region Conservation Authority;
- (b) "conservation area" means an area consisting of one or more parcels of land owned or leased by the Authority;
- (c) "motorized snow vehicle" means a motorized snow vehicle as defined in the *Motorized Snow Vehicles Act*;
- (d) "vehicle" means a vehicle as defined in the *Highway Traffic Act*. O. Reg. 761/74, s. 1.

2. This Regulation applies to the use by the public of conservation areas and the works, vehicles, boats, services and things of the Authority. O. Reg. 761/74, s. 2.

##### 3. No person shall,

- (a) deface, remove or damage any property in a conservation area;
- (b) remove, injure or destroy any tree, shrub, plant, flower or growing thing or any soil, rock or other material in a conservation area;
- (c) kill, trap, hunt, pursue or in any manner disturb or cause to be disturbed any wild bird, animal or reptile within a conservation area, except,
  - (i) in an area designated by the Authority for the purpose, and
  - (ii) under the authority of a permit issued by the Secretary-Treasurer;
- (d) be in possession of, or fire or discharge any firearm, rocket or fireworks of any type or kind in a conservation area; or
- (e) perform any act that causes or is likely to cause a danger for other persons using a conservation area. O. Reg. 761/74, s. 3.

4. No person shall leave any refuse or other objects or material within a conservation area

except in receptacles or pits provided by the Authority for that purpose. O. Reg. 761/74, s. 4.

5. No person shall erect, post, paste, fasten, paint or affix any placard, bill, notice or sign in a conservation area unless a permit therefor is first obtained from the Secretary-Treasurer. O. Reg. 761/74, s. 5.

6.—(1) No person shall take any animal into a conservation area unless a permit therefor is first obtained from the Secretary-Treasurer.

(2) No person shall permit an animal to be in a conservation area unless the animal is secured by a leash.

(3) No person shall permit an animal to be in any waters in a conservation area set aside for wading, bathing or swimming. O. Reg. 761/74, s. 6.

##### 7. No person shall,

- (a) sell or offer for sale any article or service;
- (b) beg or solicit charity; or
- (c) advertise or carry on any business or commercial enterprise,

within a conservation area except under the authority of a permit therefor issued by the Secretary-Treasurer. O. Reg. 761/74, s. 7.

8. No person shall conduct a public meeting or perform any act that causes persons to congregate or is likely to cause persons to congregate in a conservation area except under the authority of a permit therefor issued by the Secretary-Treasurer. O. Reg. 761/74, s. 8.

9. No person shall be in a conservation area after sunset and before sunrise except under the authority of a permit therefor issued by the Secretary-Treasurer. O. Reg. 761/74, s. 9.

10. No person shall wade, bathe or swim in a conservation area except at such times and at such places as are designated by the Authority for the purpose. O. Reg. 761/74, s. 10.

11. No person shall operate or use a boat in any waters within the confines of a conservation area, except in areas designated for such purpose. O. Reg. 761/74, s. 11.

12.—(1) Except under the authority of a permit therefor issued by the Secretary-Treasurer, no

person shall light or maintain a fire in a conservation area in a place other than a fireplace or other location provided by the Authority for the purpose.

(2) No person who lights a fire in a conservation area shall leave the fire unattended or leave the site of the fire before the fire is completely extinguished. O. Reg. 761/74, s. 12.

13. Except in conservation areas that have been designated and posted by the Authority for hunting and archery, no person other than a peace officer shall possess an air-gun, fire arm, sling-shot or archery equipment in a conservation area. O. Reg. 761/74, s. 13.

14.—(1) No person shall camp in a conservation area except in such places as are designated by the Authority for the purpose.

(2) No person shall occupy a camp-site except under the authority of a permit issued by the Secretary-Treasurer. O. Reg. 761/74, s. 14.

15.—(1) Sections 115, 121, 122 and 127 of the *Highway Traffic Act* apply to the operation of vehicles on roads under the jurisdiction of the Authority.

(2) No person shall,

(a) operate a vehicle within a conservation area except on a roadway or other place set aside by the Authority for the purpose;

(b) operate a vehicle at a speed in excess of 15 miles per hour unless otherwise posted, on any road under the jurisdiction of the Authority;

(c) park a vehicle within a conservation area in a place other than one that has been designated by the Authority for the purpose;

(d) operate a public commercial vehicle, as defined in the *Public Commercial Vehicles Act* within a conservation area for commercial purposes, except for the purpose of making deliveries within the conservation area; or

(e) operate a motorized vehicle on nature trails in conservation areas.

(3) An officer may direct traffic and, in cases of fire, accident, traffic congestion or other emergency,

may direct it into such channels as are necessary to prevent or relieve congestion or give right of way.

(4) Every person shall obey any direction given under subsection (3). O. Reg. 761/74, s. 15.

16.—(1) No person shall operate a motorized snow vehicle in a conservation area except,

(a) under the authority of a permit therefor issued by the Secretary-Treasurer; and

(b) in a part thereof that is designated by the Authority for the purpose.

(2) Every operator of a motorized snow vehicle shall produce the permit to operate the vehicle in a conservation area for inspection by an officer upon request.

(3) No person shall operate a motorized snow vehicle in a conservation area except where a permit under the *Motorized Snow Vehicles Act* has been issued therefor.

(4) No person shall operate a motorized snow vehicle in a conservation area unless he is insured under a motor vehicle liability policy in accordance with the *Insurance Act* in respect thereof. O. Reg. 761/74, s. 16.

17.—(1) A conservation area or any part thereof may be closed entirely during such specified periods of time as the Authority determines and no person shall enter upon or occupy any such conservation area or part thereof during the times posted.

(2) A conservation area or any part thereof may be closed to certain uses during such specified periods of time as the Authority determines and no person shall enter upon or occupy such conservation area or any part thereof for such specified uses during the times posted. O. Reg. 761/74, s. 17.

18. Staff members of the Authority are appointed officers to enforce this Regulation. O. Reg. 761/74, s. 18.

## REGULATION 148

### under the Conservation Authorities Act

#### CONSERVATION AREAS—SAUBLE VALLEY

##### INTERPRETATION

#### 1. In this Regulation,

- (a) "Authority" means The Sauble Valley Conservation Authority;
- (b) "conservation area" means an area consisting of one or more parcels of land owned or leased by the Authority;
- (c) "motorized snow vehicle" means a motorized snow vehicle as defined in the *Motorized Snow Vehicles Act*;
- (d) "vehicle" means a vehicle as defined in the *Highway Traffic Act*. O. Reg. 939/75, s. 1.

2. This Regulation applies to the use by the public of conservation areas and the works, vehicles, boats, services and other property of the Authority. O. Reg. 939/75, s. 2.

#### 3. No person shall,

- (a) deface, remove or damage any property in a conservation area;
- (b) remove, injure or destroy any tree, shrub, plant, flower or other growing thing or any soil, rock or other material in a conservation area;
- (c) kill, trap, hunt, pursue or in any manner disturb or cause to be disturbed any wild bird, animal or reptile within a conservation area, except,
  - (i) in an area designated by the Authority for that purpose, and
  - (ii) under the authority of a permit issued by the Secretary-Treasurer of the Authority;
- (d) be in possession of, or fire or discharge any firearm, rocket or fireworks of any type or kind in a conservation area; or
- (e) perform any act that causes or is likely to cause a danger to other persons using a conservation area. O. Reg. 939/75, s. 3.

4. No person shall leave any refuse or other objects or material within a conservation area

except in receptacles or pits provided by the Authority for that purpose. O. Reg. 939/75, s. 4.

5. No person shall erect, post, paste, fasten, paint or affix any placard, bill, notice or sign in a conservation area unless a permit therefor is first obtained from the Secretary-Treasurer of the Authority. O. Reg. 939/75, s. 5.

6.—(1) No person shall take any animal into a conservation area unless a permit therefor is first obtained from the Secretary-Treasurer of the Authority.

(2) No person shall permit an animal to be in a conservation area unless the animal is secured by a leash.

(3) No person shall permit an animal to be in any waters in a conservation area set aside for wading, bathing or swimming. O. Reg. 939/75, s. 6.

#### 7. No person shall,

- (a) sell or offer for sale any article or service;
- (b) beg or solicit charity; or
- (c) advertise or carry on any business or commercial enterprise,

within a conservation area except under the authority of a permit therefor issued by the Secretary-Treasurer of the Authority. O. Reg. 939/75, s. 7.

8. No person shall conduct a public meeting or perform any act that causes persons to congregate or is likely to cause persons to congregate in a conservation area except under the authority of a permit therefor issued by the Secretary-Treasurer of the Authority. O. Reg. 939/75, s. 8.

9. No person shall be in a conservation area after sunset and before sunrise except under the authority of a permit therefor issued by the Secretary-Treasurer of the Authority. O. Reg. 939/75, s. 9.

10. No person shall wade, bathe or swim in a conservation area except at such times and at such places as are designated by the Authority for that purpose. O. Reg. 939/75, s. 10.

11. No person shall operate or use a boat in any waters within the confines of a conservation area, except in areas designated for such purpose. O. Reg. 939/75, s. 11.

12.—(1) Except under the authority of a permit therefor issued by the Secretary-Treasurer of the Authority, no person shall light or maintain a fire in a conservation area in a place other than a fire-place or other location provided by the Authority for that purpose.

(2) No person who lights a fire in a conservation area shall leave the fire unattended or leave the site of the fire before the fire is completely extinguished. O. Reg. 939/75, s. 12.

13. Except in conservation areas that have been designated and posted by the Authority for hunting and archery, no person other than a peace officer shall possess an air-gun, firearm, sling-shot or archery equipment in a conservation area. O. Reg. 939/75, s. 13.

14.—(1) No person shall camp in a conservation area except in such places as are designated by the Authority for that purpose.

(2) No person shall occupy a camp-site except under the authority of a permit issued therefor by the Secretary-Treasurer of the Authority. O. Reg. 939/75, s. 14.

15.—(1) Sections 115, 121, 122 and 127 of the *Highway Traffic Act* apply with necessary modifications to the operation of vehicles on roads under the jurisdiction of the Authority.

(2) No person shall,

(a) operate a vehicle within a conservation area except on a roadway or other place set aside by the Authority for that purpose;

(b) operate a vehicle at a speed in excess of 15 miles per hour unless otherwise posted, on any road under the jurisdiction of the Authority;

(c) park a vehicle within a conservation area in a place other than one that has been designated by the Authority for that purpose;

(d) operate a public commercial vehicle, as defined in the *Public Commercial Vehicles Act*, within a conservation area for commercial purposes, except for the purpose of making deliveries within the conservation area; or

(e) operate a motorized snow vehicle on nature trails in a conservation area.

(3) An officer may direct traffic and, in cases of fire, accident, traffic congestion or other emergency, may direct it into such channels as are necessary to prevent or relieve congestion or give right of way.

(4) Every person shall obey any direction given under subsection (3). O. Reg. 939/75, s. 15.

16.—(1) No person shall operate a motorized snow vehicle in a conservation area except,

(a) under the authority of a permit therefor issued by the Secretary-Treasurer of the Authority; and

(b) in a part thereof that is so designated by the Authority for that purpose.

(2) Every operator of a motorized snow vehicle shall produce the permit to operate the vehicle in a conservation area for inspection by an officer upon request.

(3) No person shall operate a motorized snow vehicle in a conservation area except where a permit under the *Motorized Snow Vehicles Act* has been issued therefor.

(4) No person shall operate a motorized snow vehicle in a conservation area unless he is insured under a motor vehicle liability policy in accordance with the *Insurance Act* in respect thereof. O. Reg. 939/75, s. 16.

17.—(1) A conservation area or any part thereof may be closed entirely during such specified periods of time as the Authority determines and no person shall enter upon or occupy any such conservation area or any part thereof during the times so posted.

(2) A conservation area or any part thereof may be closed to certain uses during such specified periods of time as the Authority determines and no person shall enter upon or occupy such conservation area or any part thereof for such specified uses during the times so posted. O. Reg. 939/75, s. 17.

18. Staff members of the Authority are appointed officers to enforce this Regulation. O. Reg. 939/75, s. 18.

## REGULATION 149

### under the Conservation Authorities Act

#### CONSERVATION AREAS—SAUGEEN VALLEY

##### 1. In this Regulation,

- (a) "Authority" means the Saugeen Valley Conservation Authority;
- (b) "conservation area" means an area consisting of one parcel or, where two or more parcels are contiguous, the contiguous parcels of land owned by the Authority;
- (c) "motorized snow vehicle" means a motorized snow vehicle as defined in the *Motorized Snow Vehicles Act*;
- (d) "Superintendent" means the person employed as superintendent by the Authority to manage the conservation areas under its jurisdiction;
- (e) "vehicle" means a vehicle as defined in the *Highway Traffic Act*. O. Reg. 516/72, s. 1.

2. This Regulation applies to the use by the public of conservation areas and the works, vehicles, boats, services and things of the Authority. O. Reg. 516/72, s. 2.

3. The Superintendent may refuse to issue any permit required by this Regulation, where, in his opinion, to do so would not be in the interest of,

- (a) the best, safest and most orderly use of the conservation area by the public; or
  - (b) the best administration of the conservation area, having regard to the conservation, restoration and development of the natural resources of the conservation area. O. Reg. 516/72, s. 4.
4. No person shall,
- (a) deface, remove or damage any property in a conservation area;
  - (b) remove, injure or destroy any tree, shrub, plant, flower or growing thing, or any soil, rock or other material in a conservation area;
  - (c) kill, trap, hunt, pursue or in any manner disturb or cause to be disturbed any wild bird or animal within a conservation area, except,

- (i) in an area set aside by the Authority for the purpose,

- (ii) under the authority of a permit issued by the Superintendent, and

- (iii) in compliance with the limitations of the *Game and Fish Act* and the regulations thereunder;

- (d) fire or discharge any torpedo, rocket or other fireworks in or into a conservation area; or

- (e) perform any act that causes or is likely to cause a danger for other persons using a conservation area. O. Reg. 516/72, s. 5.

5. No person shall, within the Authority Headquarters Conservation Area, have in his possession a rod, reel, net, line or any tackle used to catch fish. O. Reg. 516/72, s. 6.

6. Except under the authority of a permit therefor issued by the Superintendent and subject to the limitations of the *Game and Fish Act* and the regulations thereunder and the limitations of the Ontario Fishery Regulations, no person shall have in his possession within a conservation area a net, line, hook, trap, cage or any device for the trapping, capturing or molesting of any wild animal, bird or creature. O. Reg. 516/72, s. 7.

7. Except in conservation areas or parts thereof that have been set aside and posted by the Authority for hunting and archery, no person, other than an officer or an authorized staff member or agent of the authority shall have in his possession an air-gun, fire-arm, sling shot or archery equipment in a conservation area. O. Reg. 516/72, s. 8.

8. No person shall abandon any refuse or other object or material within a conservation area, except in receptacles or pits provided by the Authority for the purpose. O. Reg. 516/72, s. 9.

9. No person shall erect, post, paste, fasten, paint or affix any placard, bill, notice or sign in a conservation area unless a permit therefor is first obtained from the Superintendent. O. Reg. 516/72, s. 10.

10.—(1) No person shall bring a horse, cow or other animal into a conservation area without a permit therefor issued by the Superintendent.

(2) No person shall permit a dog, cat or other pet to be in a conservation area unless,

(a) the dog, cat or other pet is secured by a leash that does not exceed six feet in length; or

(b) a permit therefor has been issued by the Superintendent. O. Reg. 516/72, s. 11.

11. No person shall,

(a) sell or offer for sale any article or service;

(b) advertise or carry on any business or commercial enterprise; or

(c) beg or solicit charity,

within a conservation area without a permit therefor issued by the Superintendent. O. Reg. 516/72, s. 12.

12. No person shall bring a show of any kind or any equipment for entertainment into a conservation area without a permit therefor issued by the Superintendent. O. Reg. 516/72, s. 13.

13. Except under a permit therefor issued by the Superintendent, no person shall conduct a public meeting or perform any act that congregates or is likely to congregate persons in a conservation area. O. Reg. 516/72, s. 14.

14. No person shall be in a conservation area after sunset and before sunrise without a permit therefor issued by the Superintendent or permission of the officer on duty. O. Reg. 516/72, s. 15.

15. No person shall wade, bathe or swim in a conservation area except at such times and at such places as are set aside by the Authority for the purpose. O. Reg. 516/72, s. 16.

16. Except under the authority of a permit therefor issued by the Superintendent, no person shall use a watercraft,

(a) of any type on the Allan Park Trout Pond;

(b) fitted with a motor of more than 5 horsepower on Bell's Lake; or

(c) with any type of motor on the waters of the Lockerby Conservation Area. O. Reg. 516/72, s. 17.

17.—(1) Except under a permit therefor issued by the Superintendent, no person shall light or maintain a fire in a conservation area in a place other than a fireplace or other location provided by the Authority for the purpose.

(2) No person who lights a fire in a conservation area shall leave a fire unattended or leave the site of the fire before the fire is completely extinguished. O. Reg. 516/72, s. 18

18. No person shall occupy a camp-site except under the authority of a camp-site permit issued by the Superintendent. O. Reg. 516/72, s. 19.

19.—(1) Except under the authority of a permit issued by the Superintendent pursuant to a direction from the Authority, no person shall have the exclusive use of, or privilege of reserving, any conservation area or part thereof.

(2) A permit under subsection (1) shall limit the permittee to the use of a specified conservation area, or part thereof, for such period of time and for such purposes as the Authority sanctions having regard to the principles stated in section 3. O. Reg. 516/72, s. 20.

20.—(1) Sections 115, 121, 122 and 127 of the *Highway Traffic Act* apply to the operation of vehicles on roads under the jurisdiction of the Authority.

(2) No person shall,

(a) operate a vehicle within a conservation area except on a roadway or other place set aside by the Authority for the purpose;

(b) operate a vehicle at a speed in excess of 15 miles per hour on any road under the jurisdiction of the Authority, except where otherwise posted by the Authority;

(c) park a vehicle within a conservation area in a place other than one that has been set aside by the Authority for the purpose;

(d) operate a public commercial vehicle, as defined in the *Public Commercial Vehicles Act*, within a conservation area for commercial purposes, except for the purpose of making deliveries within the conservation area; or

(e) operate a motorized snow vehicle, motor toboggan, all-terrain vehicle, or any like thing in any conservation area, except on trails specifically marked for motorized snow vehicles, or under a permit therefor issued by the Superintendent.

(3) An officer may direct traffic and, in cases of fire, accident, traffic congestion or other emergency, may direct it into such channels as are necessary to prevent or relieve congestion or give rights of way.

(4) Every person shall obey any direction given under subsection (3). O. Reg. 516/72, s. 21.

21. No person shall enter a conservation area except at such locations as are clearly designated or established for that purpose. O. Reg. 516/72, s. 22.

22. A conservation area or any part thereof may be closed entirely or closed to certain uses during such specified periods of time as the Authority determines and no person shall enter upon or occupy such conservation area or part thereof during the times posted. O. Reg. 516/72, s. 23.

23. The following persons are appointed officers to enforce this Regulation:

1. Members of the Ontario Provincial Police Force.
2. Members of municipal police forces operating within the areas under the jurisdiction of the Authority.
3. Staff members of the Authority. O. Reg. 516/72, s. 3.



## REGULATION 150

### under the Conservation Authorities Act

#### CONSERVATION AREAS—SAULT STE.

#### MARIE REGION

#### INTERPRETATION

#### 1. In this Regulation,

- (a) "Authority" means the Sault Ste. Marie Region Conservation Authority;
- (b) "conservation area" means an area of land owned or controlled by the Authority;
- (c) "motorized snow vehicle" means a motorized snow vehicle as defined in the *Motorized Snow Vehicles Act*;
- (d) "Secretary-Treasurer" means Secretary-Treasurer of the Authority;
- (e) "vehicle" means a vehicle as defined in the *Highway Traffic Act*. O. Reg. 207/73, s. 1.

2. This Regulation applies to the use by the public of conservation areas, and the works, vehicles, boats, services and things of the Authority. O. Reg. 207/73, s. 2.

3. Any person required to issue a permit by this Regulation may refuse to issue the permit where, in the opinion of the issuer, to do so would not be in the interest of,

- (a) the best, safest and most orderly use of the conservation area by the public; or
- (b) the best administration of the conservation area, having regard to the conservation, restoration and development of the natural resources of the conservation area. O. Reg. 207/73, s. 3.

#### 4. No person shall,

- (a) deface, remove or damage any property in a conservation area;
- (b) remove, injure or destroy any tree, shrub, plant, flower or growing thing, or any soil, rock or other material in a conservation area;
- (c) kill, trap, hunt, pursue or in any manner disturb or cause to be disturbed any wild bird or animal within a conservation area except,

- (i) in an area designated by the Authority for the purpose, and

- (ii) under the authority of a permit therefor issued by the Secretary-Treasurer;

- (d) fire or discharge any firearm, torpedo, rocket or fireworks of any type or kind in a conservation area except under the authority of a permit issued therefor by the Secretary-Treasurer; or

- (e) perform any act that causes or is likely to cause a danger for other persons using a conservation area. O. Reg. 207/73, s. 4.

5. No person shall abandon any refuse or other object or material within a conservation area except in receptacles or pits provided by the Authority for the purpose. O. Reg. 207/73, s. 5.

6. No person shall erect, post, paste, fasten, paint or affix any placard, bill, notice, sign or any other advertising device in a conservation area unless a permit therefor is first obtained from the Secretary-Treasurer. O. Reg. 207/73, s. 6.

7.—(1) No person shall bring a horse or other animal into a conservation area except,

- (a) into a part thereof designated by the Authority for the purpose; or
- (b) under a permit issued therefor by the Secretary-Treasurer.

(2) No person shall permit a dog, cat or other pet to be in a conservation area unless,

- (a) the dog, cat or other pet is secured by a leash that does not exceed six feet in length; or
- (b) a permit therefor has been issued by the Secretary-Treasurer. O. Reg. 207/73, s. 7.

#### 8. No person shall,

- (a) sell or offer for sale any article or service;
- (b) advertise or carry on any business or commercial enterprise; or
- (c) beg or solicit charity,

within a conservation area without a permit therefor issued by the Secretary-Treasurer. O. Reg. 207/73, s. 8.

9. No person shall bring a show or public performance of any kind or any equipment for the entertainment of the public into a conservation area without a permit therefor issued by the Secretary-Treasurer. O. Reg. 207/73, s. 9.

10. No person shall conduct a public meeting or perform any act that causes persons to congregate or is likely to cause persons to congregate in a conservation area without a permit therefor issued by the Secretary-Treasurer. O. Reg. 207/73, s. 10.

11. No person shall be in a conservation area after sunset and before 10 a.m. without a permit therefor issued by the Secretary-Treasurer. O. Reg. 207/73, s. 11.

12.—(1) No person shall wade, bathe or swim in a conservation area except at such times and at such places as are designated by the Authority for the purpose.

(2) No person shall take any inflatable object, swimming assist, snorkel or other underwater breathing device into any water in a conservation area. O. Reg. 207/73, s. 12.

13. No person shall use any type of watercraft in a conservation area except in a part thereof designated by the Authority for the purpose. O. Reg. 207/73, s. 13.

14.—(1) Except under the authority of a permit issued by the Secretary-Treasurer, no person shall light or maintain a fire in a conservation area in a place other than a fireplace or other location provided by the Authority for the purpose.

(2) No person who lights a fire in a conservation area shall leave the fire unattended or leave the site of the fire before the fire is completely extinguished. O. Reg. 207/73, s. 14.

15. Except in places that have been designated and posted by the Authority for hunting and archery, no person other than a peace officer shall possess an air-gun, fire-arm, sling-shot or archery equipment in a conservation area. O. Reg. 207/73, s. 15.

16. No person shall occupy a camp-site except under the authority of a permit issued by the Secretary-Treasurer. O. Reg. 207/73, s. 16.

17.—(1) Sections 115, 121, 122 and 127 of the *Highway Traffic Act* apply to the operation of vehicles on roads under the jurisdiction of the Authority.

(2) No person shall,

(a) operate a vehicle within a conservation area except on a roadway or other place designated by the Authority for the purpose;

(b) operate a vehicle at a speed in excess of 15 miles per hour, unless otherwise posted on any road under the jurisdiction of the Authority;

(c) park a vehicle within a conservation area in a place other than one that has been designated by the Authority for the purpose; or

(d) operate a public commercial vehicle as defined in the *Public Commercial Vehicles*

*Act*, within a conservation area for commercial purposes except for the purpose of making deliveries within the conservation area. O. Reg. 207/73, s. 17.

18.—(1) No person shall operate a motorized snow vehicle in a conservation area except,

(a) under the authority of a permit therefor issued by the Secretary-Treasurer; and

(b) in a part thereof that is designated by the Authority for the purpose.

(2) Every operator of a motorized snow vehicle shall produce the permit to operate the vehicle in a conservation area for inspection by an officer upon request.

(3) No person shall operate a motorized snow vehicle in a conservation area except where a permit under the *Motorized Snow Vehicles Act* has been issued therefor.

(4) No person shall operate a motorized snow vehicle in a conservation area unless he is insured under a motor vehicle liability policy in accordance with the *Insurance Act* in respect thereof. O. Reg. 207/73, s. 18.

19. No permit issued under this Regulation is transferable. O. Reg. 207/73, s. 19.

20.—(1) An officer may direct traffic and in cases of fire, accident, traffic congestion or other emergency, may direct it into such channels as are necessary to prevent or relieve congestion or give rights of way.

(2) Every person shall obey any direction given under subsection (1). O. Reg. 207/73, s. 20.

21.—(1) A conservation area or any part thereof may be closed entirely during such specified periods of time as the Authority determines and no person shall enter upon or occupy such conservation area or any part thereof during the times posted.

(2) A conservation area or any part thereof may be closed to certain uses during such specified periods of time as the Authority determines and no person shall enter upon or occupy such conservation area or any part thereof for such specified uses during the times posted. O. Reg. 207/73, s. 21.

22. The following persons are appointed officers to enforce any regulation made under section 28 or 29 of the *Act*:

1. Members of the Ontario Provincial Police Force.

2. Members of any municipal police force operating within an area under the jurisdiction of the Authority.

3. Staff members of the Authority. O. Reg. 207/73, s. 22.

## REGULATION 151

### under the Conservation Authorities Act

#### CONSERVATION AREAS—SOUTH LAKE SIMCOE

##### INTERPRETATION

#### 1. In this Regulation,

- (a) "Authority" means South Lake Simcoe Conservation Authority;
- (b) "conservation area" means an area consisting of one or more parcels of land owned or leased by the Authority;
- (c) "motorized snow vehicle" means a motorized snow vehicle as defined in the *Motorized Snow Vehicles Act*;
- (d) "vehicle" means a vehicle as defined in the *Highway Traffic Act*. O. Reg. 513/74, s. 1.

2. This Regulation applies to the use by the public of conservation areas and the works, vehicles, boats, services and things of the Authority. O. Reg. 513/74, s. 2.

#### 3. No person shall,

- (a) deface, remove or damage any property in a conservation area;
- (b) remove, injure or destroy any tree, shrub, plant, flower or growing thing or any soil, rock or other material in a conservation area;
- (c) kill, trap, hunt, pursue or in any manner disturb or cause to be disturbed any wild bird, animal or reptile within a conservation area, except,
  - (i) in an area designated by the Authority for the purpose, and
  - (ii) under the authority of a permit issued by the Secretary-Treasurer;
- (d) be in possession of, or fire or discharge any firearm, rocket or fireworks of any type or kind in a conservation area; or
- (e) perform any act that causes or is likely to cause a danger for other persons using a conservation area. O. Reg. 513/74, s. 3.

4. No person shall leave any refuse or other objects or material within a conservation area except

in receptacles or pits provided by the Authority for that purpose. O. Reg. 513/74, s. 4.

5. No person shall erect, post, paste, fasten, paint or affix any placard, bill, notice or sign in a conservation area unless a permit therefor is first obtained from the Secretary-Treasurer. O. Reg. 513/74, s. 5.

6.—(1) No person shall take any animal into a conservation area unless a permit therefor is first obtained from the Secretary-Treasurer.

(2) No person shall permit an animal to be in a conservation area unless the animal is secured by a leash.

(3) No person shall permit an animal to be in any waters in a conservation area set aside for wading, bathing or swimming. O. Reg. 513/74, s. 6.

#### 7. No person shall,

- (a) sell or offer for sale any article or service;
- (b) beg or solicit charity; or
- (c) advertise or carry on any business or commercial enterprise,

within a conservation area except under the authority of a permit therefor issued by the Secretary-Treasurer. O. Reg. 513/74, s. 7.

8. No person shall conduct a public meeting or perform any act that causes persons to congregate or is likely to cause persons to congregate in a conservation area except under the authority of a permit therefor issued by the Secretary-Treasurer. O. Reg. 513/74, s. 8.

9. No person shall be in a conservation area after sunset and before sunrise except under the authority of a permit therefor issued by the Secretary-Treasurer. O. Reg. 513/74, s. 9.

10. No person shall wade, bathe or swim in a conservation area except at such times and at such places as are designated by the Authority for the purpose. O. Reg. 513/74, s. 10.

11. No person shall operate or use a boat in any waters within the confines of a conservation area, except in areas designated for such purpose. O. Reg. 513/74, s. 11.

12.—(1) Except under the authority of a permit therefor issued by the Secretary-Treasurer, no

person shall light or maintain a fire in a conservation area in a place other than a fireplace or other location provided by the Authority for the purpose.

(2) No person who lights a fire in a conservation area shall leave the fire unattended or leave the site of the fire before the fire is completely extinguished. O. Reg. 513/74, s. 12.

13. Except in conservation areas that have been designated and posted by the Authority for hunting and archery, no person other than a peace officer shall possess an air-gun, fire arm, sling-shot or archery equipment in a conservation area. O. Reg. 513/74, s. 13.

14.—(1) No person shall camp in a conservation area except in such places as are designated by the Authority for the purpose.

(2) No person shall occupy a camp-site except under the authority of a permit issued by the Secretary-Treasurer. O. Reg. 513/74, s. 14.

15.—(1) Sections 115, 121, 122 and 127 of the *Highway Traffic Act* apply to the operation of vehicles on roads under the jurisdiction of the Authority.

(2) No person shall,

- (a) operate a vehicle within a conservation area except on a roadway or other place set aside by the Authority for the purpose;
- (b) operate a vehicle at a speed in excess of 15 miles per hour unless otherwise posted, on any road under the jurisdiction of the Authority;
- (c) park a vehicle within a conservation area in a place other than one that has been designated by the Authority for the purpose;
- (d) operate a public commercial vehicle, as defined in the *Public Commercial Vehicles Act*, within a conservation area for commercial purposes, except for the purpose of making deliveries within the conservation area; or
- (e) operate a motorized vehicle on nature trails in conservation areas.

(3) An officer may direct traffic and, in cases of fire, accident, traffic congestion or other emergency, may direct it into such channels as are necessary to prevent or relieve congestion or give right of way.

(4) Every person shall obey any direction given under subsection (3). O. Reg. 513/74, s. 15.

16.—(1) No person shall operate a motorized snow vehicle in a conservation area except,

- (a) under the authority of a permit therefor issued by the Secretary-Treasurer; and
- (b) in a part thereof that is designated by the Authority for the purpose.

(2) Every operator of a motorized snow vehicle shall produce the permit to operate the vehicle in a conservation area for inspection by an officer upon request.

(3) No person shall operate a motorized snow vehicle in a conservation area except where a permit under the *Motorized Snow Vehicles Act* has been issued therefor.

(4) No person shall operate a motorized snow vehicle in a conservation area unless he is insured under a motor vehicle liability policy in accordance with the *Insurance Act* in respect thereof. O. Reg. 513/74, s. 16.

17.—(1) A conservation area or any part thereof may be closed entirely during such specified periods of time as the Authority determines and no person shall enter upon or occupy any such conservation area or part thereof during the times posted.

(2) A conservation area or any part thereof may be closed to certain uses during such specified periods of time as the Authority determines and no person shall enter upon or occupy such conservation area or any part thereof for such specified uses during the times posted. O. Reg. 513/74, s. 17.

18. Staff members of the Authority are appointed officers to enforce this Regulation. O. Reg. 513/74, s. 18.

## REGULATION 152

### under the Conservation Authorities Act

#### CONSERVATION AREAS—UPPER THAMES RIVER

##### 1. In this Regulation,

- (a) "Authority" means the Upper Thames River Conservation Authority;
- (b) "conservation area" means an area consisting of one parcel or, where two or more parcels are contiguous, the contiguous parcels of land owned by the Authority;
- (c) "vehicle" means a vehicle as defined in the *Highway Traffic Act*. O. Reg. 28/71, s. 1.

2. This Regulation applies to the use by the public of conservation areas and the works, vehicles, boats, services and things of the Authority. O. Reg. 28/71, s. 2.

3. Any person required to issue a permit by this Regulation may refuse to issue the permit where in the opinion of the issuer, to do so would not be in the interest of,

- (a) the best, safest and most orderly use of the conservation area by the public; or
- (b) the best administration of the conservation area, having regard to the conservation, restoration and development of the natural resources of the conservation area. O. Reg. 28/71, s. 3.

##### 4. No person shall,

- (a) deface, remove or damage any property in a conservation area;
- (b) remove, injure or destroy any tree, shrub, plant, flower or growing thing or any soil, rock or other material in a conservation area;
- (c) kill, trap, hunt, pursue or in any manner disturb or cause to be disturbed any wild bird or animal within a conservation area, except,
  - (i) in an area set aside by the Authority for the purpose and identified by signs reading "Hunting Permitted",

- (ii) under the authority of a permit issued by the Secretary-Treasurer;

- (d) be in possession of or fire or discharge any torpedo, rocket or other fireworks in a conservation area without a permit therefor issued by the Secretary-Treasurer of the Authority. O. Reg. 28/71, s. 4.

5. No person shall abandon any refuse or other object or material within a conservation area except in receptacles or pits provided by the Authority for the purpose. O. Reg. 28/71, s. 5.

6. No person shall erect, post, paste, fasten, paint or affix any placard, bill, notice or sign in a conservation area, unless a permit therefor is first obtained from the Secretary-Treasurer of the Authority. O. Reg. 28/71, s. 6.

7.—(1) No person shall bring a horse, cow or other animal into a conservation area without a permit therefor issued by the Secretary-Treasurer.

(2) No person shall permit a dog, cat or other pet to be in any place in a conservation area set aside for wading, bathing or swimming.

(3) No person shall permit a dog, cat or other pet to be in any other part of a conservation area unless,

- (a) the dog, cat or other pet is secured by a leash that does not exceed six feet in length; or
- (b) a permit therefor has been issued by the Secretary-Treasurer. O. Reg. 28/71, s. 7.

##### 8. No person shall,

- (a) sell or offer for sale any article or service;
- (b) advertise or carry on any business or commercial enterprise; or
- (c) beg or solicit charity,

within a conservation area without a permit therefor issued by the Secretary-Treasurer of the Authority. O. Reg. 28/71, s. 8.

9. No person shall bring a show of any kind or any equipment for entertainment into a conservation area without a permit therefor issued by the Secretary-Treasurer of the Authority. O. Reg. 28/71, s. 9.

10. Except under a permit therefor issued by the Secretary-Treasurer of the Authority, no person shall

conduct a public meeting or perform any act that congregates or is likely to congregate persons in a conservation area. O. Reg. 28/71, s. 10.

11. No person shall be in a conservation area after sunset and before 10.00 a.m. without a permit therefor issued by the Authority. O. Reg. 28/71 s. 11.

12.—(1) No person shall wade, bathe or swim in a conservation area except at such times and at such places as are set aside by the Authority for the purpose.

(2) No person shall take any inflatable object or snorkel or other underwater breathing device into water in a conservation area. O. Reg. 28/71, s. 12.

13. No person shall launch or operate a boat within a conservation area except under a permit issued by the Secretary-Treasurer of the Authority. O. Reg. 28/71, s. 13.

14.—(1) Except under a permit therefor issued by the Secretary-Treasurer of the Authority, no person shall light or maintain a fire in a conservation area in a place other than a fireplace or other location provided by the Authority for the purpose.

(2) No person who lights a fire in a conservation area shall leave the fire unattended or leave the site of the fire before the fire is completely extinguished. O. Reg. 28/71, s. 14.

15. Except in conservation areas that have been set aside and posted by the Authority for hunting archery, no person, other than a peace officer, shall possess an air-gun, firearm, slingshot or archery equipment in a conservation area. O. Reg. 28/71, s. 15.

16. No person shall occupy a campsite except under the authority of a camping permit issued by the Authority. O. Reg. 28/71, s. 16.

17.—(1) Sections 115, 121, 122 and 127 of the *Highway Traffic Act* apply to the operation of vehicles on roads under the jurisdiction of the Authority.

(2) No person shall,

- (a) operate a vehicle within a conservation area except on a roadway or other place set aside by the Authority for the purpose;
- (b) operate a vehicle at a speed in excess of fifteen miles per hour on any road under the jurisdiction of the Authority;
- (c) park a vehicle within a conservation area in a place other than one that has been set aside by the Authority for the purpose;
- (d) operate a public commercial vehicle as defined in the *Public Commercial Vehicles Act*, within a conservation area for com-

mercial purposes, except for the purpose of making deliveries within the conservation area; or

- (e) operate a snowmobile, motor-toboggan or any motor propelled vehicle in any conservation area except under a permit therefor issued by the Secretary-Treasurer.

(3) An officer may direct traffic and in cases of fire, accident, traffic congestion or other emergency may direct it into such channels as are necessary to prevent or relieve congestion or give right-of-way.

(4) Every person shall obey any direction given under subsection (3). O. Reg. 28/71, s. 17.

18. No person shall land or operate an aircraft on any reservoir in a conservation area or in any other part of a conservation area except with the express permission of the Executive Committee of the Authority, and on evidence of clearance from the Department of Transport of Canada. O. Reg. 28/71, s. 18.

19. No person shall erect a building, or other structure in any conservation area except in the cottage site areas of the Fanshawe Conservation Area and the Wildwood Conservation Area, except with the express permission of the Executive Committee of the Authority. O. Reg. 28/71, s. 19.

20.—(1) The fee for parking in all conservation areas shall be a sum as the Authority shall establish from time to time but shall not exceed,

- (a) for one car \$2 a day;
- (b) for an annual parking permit from May 1st to November 1st in any year, \$12;
- (c) for a bicycle, motorcycle, motor scooter, 75 cents a day;
- (d) for one bus carrying ten or more passengers, \$5 a day.

(2) The fees in clauses (1) (a), (b), (c) and (d) will apply in all conservation areas from the 1st day of May to the 1st day of December in each year. O. Reg. 28/71, s. 20, *revised*.

21. The fee for entrance into all conservation areas for pedestrians shall be a sum as the Authority shall establish from time to time but shall not exceed the sum of 25 cents a day for each person over the age of fifteen years and this fee shall apply in all conservation areas from the 1st day of May to the 1st day of December in each year. O. Reg. 28/71, s. 21.

22. The fee for rental of pavilions at conservation areas shall be a sum established from time to time by the Authority, but shall not exceed the sum of \$50 a day. O. Reg. 28/71, s. 22.

**23.** The fee for camp sites for tents or trailers shall be a sum not in excess of fees charged by the Government of Ontario in its provincial parks and no additional fee will be charged under section 20 or 21. O. Reg. 28/71, s. 23.

**24.** The fee for boat launching, in addition to fees levied under section 20, shall be a sum as will be

established from time to time by the Authority but shall not be less than those charged by the Ontario Government in its provincial parks. O. Reg. 28/71, s. 24.

**25.** Staff members of the Authority are appointed officers to enforce this Regulation. O. Reg. 556/74, s. 1.



## REGULATION 153

under the Conservation Authorities Act

### FILL—AUSABLE RIVER

1. In this Regulation,

(a) "Authority" means The Ausable River Conservation Authority;

(b) "fill" means fill of any kind. R.R.O. 1970, Reg. 108, s. 1.

2. Subject to section 3, no person shall place or dump fill or permit fill to be placed or dumped in any area below the high-water mark of any river, creek or stream in the area under the jurisdiction of the Authority. R.R.O. 1970, Reg. 108, s. 2.

3. Subject to the *Ontario Water Resources Act* or to any private interest, the Authority may permit in writing the placing or dumping of fill in an area below the high-water mark, if, in the opinion of the Authority, the placing or dumping does not interfere with the ability of the river, creek or stream to safely carry the maximum flood flows and will not result in pollution of the river, creek or stream. R.R.O. 1970, Reg. 108, s. 3.

4. No dumping or placing of fill below the high-water mark of the river, creek or stream shall be commenced until the registered owner of the

property has obtained the permission required by section 3. R.R.O. 1970, Reg. 108, s. 4.

5. Applications for permission to place or dump fill shall be filed with the Authority and shall include,

(a) two copies of a plan of the property on which the fill is to be placed, showing the proposed location of the filling, the depth to which it is proposed to fill and the proposed final grade of the land when filling is completed;

(b) a complete description of the type of fill proposed to be placed or dumped;

(c) a statement of the dates between which the placing or dumping will be carried out; and

(d) a statement of the proposed use of the land following completion of placing or dumping. R.R.O. 1970, Reg. 108, s. 5.

6. The Authority may, at any time, withdraw permission to place or dump fill if, in the opinion of the Authority, the representations contained in the application for permission to place or dump the fill are not carried out. R.R.O. 1970, Reg. 108, s. 6.



## REGULATION 154

under the Conservation Authorities Act

### FILL—GRAND VALLEY

1. In this Regulation,

(a) "Authority" means the Grand Valley Conservation Authority;

(b) "fill" means fill of any kind. R.R.O. 1970, Reg. 110, s. 1.

2. Subject to section 3, no person shall place or dump fill or permit fill to be placed or dumped in any area below the high-water mark of any river, creek or stream in the area under the jurisdiction of the Authority. R.R.O. 1970, Reg. 110, s. 2.

3. Subject to the *Ontario Water Resources Act*, or to any private interest, the Authority may permit in writing the placing or dumping of fill in an area below the high-water mark, if, in the opinion of the Authority, the placing or dumping does not interfere with the ability of the river, creek or stream to safely carry the maximum flood flows and will not result in pollution of the river, creek or stream. R.R.O. 1970, Reg. 110, s. 3.

4. No dumping or placing of fill below the high-water mark of the river, creek or stream shall be commenced until the registered owner of the

property has obtained the permission required by section 3. R.R.O. 1970, Reg. 110, s. 4.

5. Application for permission to place or dump fill shall be filed with the Authority and shall include,

(a) two copies of a plan of the property on which the fill is to be placed, showing the proposed location of the filling, the depth to which it is proposed to fill and the proposed final grade of the land when filling is completed;

(b) a complete description of the type of fill proposed to be placed or dumped;

(c) a statement of the dates between which the placing or dumping will be carried out; and

(d) a statement of the proposed use of the land following completion of placing or dumping. R.R.O. 1970, Reg. 110, s. 5.

6. The Authority may, at any time, withdraw permission to place or dump fill if, in the opinion of the Authority, the representations contained in the application for permission to place or dump fill are not carried out. R.R.O. 1970, Reg. 110, s. 6.



## REGULATION 155

under the Conservation Authorities Act

### FILL—MOIRA RIVER

#### 1. In this Regulation,

- (a) "Authority" means the Moira River Conservation Authority;
- (b) "fill" means fill of any kind;
- (c) "water lot" means,
  - (i) any pond or swamp, and
  - (ii) any area below the high-water mark of a lake, river, creek or stream,

in the area under the jurisdiction of the Authority. R.R.O. 1970, Reg. 113, s. 1.

#### 2. Subject to section 3, no person shall,

- (a) construct any building or structure or permit any building or structure to be constructed; or
- (b) place or dump fill or permit fill to be placed or dumped,

in a water lot. R.R.O. 1970, Reg. 113, s. 2.

3. Subject to the *Ontario Water Resources Act* or to any private interest, the Authority may permit in writing the construction of any building or structure or the placing or dumping of fill in any part of a water lot if, in the opinion of the Authority, the construction of the building or structure or the placing or dumping of fill does not interfere with the ability of the water lot to safely carry the maximum flood flows and will not result in pollution of the water on the water lot. R.R.O. 1970, Reg. 113, s. 3.

4. No construction of any building or structure or no dumping or placing of fill in a water lot shall be commenced before the permission required by section 3 has been obtained. R.R.O. 1970, Reg. 113, s. 4.

5.—(1) An application for permission to construct a building or structure shall be filed with the Authority and shall include,

- (a) three copies of a plan of the property on which the building or structure is to be constructed;
- (b) two copies of a complete description of the type of building or structure to be constructed;
- (c) two copies of a statement of the dates between which the construction will be carried out; and
- (d) two copies of a statement of the proposed use of the building or structure following completion of the construction.

(2) An application for permission to place or dump fill shall be filed with the Authority and shall include,

- (a) three copies of a plan of the property on which the fill is to be placed, showing the proposed location of filling, the depth to which it is proposed to fill and the proposed final grade of the land when filling is completed;
- (b) two copies of a complete description of the type of fill proposed to be placed or dumped;
- (c) two copies of a statement of the dates between which the placing or dumping will be carried out; and
- (d) two copies of a statement of the proposed use of the land following completion of placing or dumping. R.R.O. 1970, Reg. 113, s. 5.

6. The Authority may, at any time, withdraw any permission given under section 3 if, in the opinion of the Authority, the representations contained in the application for the permission are not carried out. R.R.O. 1970, Reg. 113, s. 6.



## REGULATION 156

under the Conservation Authorities Act

### FILL—SPENCER CREEK

#### 1. In this Regulation,

- (a) "Authority" means the Spencer Creek Conservation Authority;
- (b) "fill" means fill of any kind. R.R.O. 1970, Reg. 114, s. 1.

2. Subject to section 3, no person shall place or dump fill or permit fill to be placed or dumped in any area below the high-water mark of any river, creek or stream under the jurisdiction of the Authority. R.R.O. 1970, Reg. 114, s. 2.

3. Subject to the *Ontario Water Resources Act* or to any private interest, the Authority may permit in writing the placing or dumping of fill in an area below the high-water mark, if, in the opinion of the Authority, the placing or dumping does not interfere with the ability of the river, creek or stream to safely carry the maximum flood flows and will not result in the pollution of the river, creek or stream. R.R.O. 1970, Reg. 114, s. 3.

4. No dumping or placing of fill below the high-water mark of the river, creek or stream shall be commenced until the registered owner of the

property has obtained the permission required by section 3. R.R.O. 1970, Reg. 114, s. 4.

5. Application for permission to place or dump fill shall be filed with the Authority and shall include,

- (a) two copies of a plan of the property on which the fill is to be placed, showing the proposed location of the filling, the depth to which it is proposed to fill and the proposed final grade of the land when the filling is completed;
- (b) a complete description of the type of fill proposed to be placed or dumped;
- (c) a statement of the dates between which the placing or dumping will be carried out; and
- (d) a statement of the proposed use of the land following the completion of placing or dumping. R.R.O. 1970, Reg. 114, s. 5.

6. The Authority may, at any time, withdraw permission to place or dump fill if, in the opinion of the Authority, the representations contained in the application for permission to place or dump the fill are not carried out. R.R.O. 1970, Reg. 114, s. 6.



## REGULATION 157

### under the Conservation Authorities Act

#### FILL AND ALTERATION TO WATERWAYS— LONG POINT REGION

##### 1. In this Regulation,

- (a) "Authority" means the Long Point Region Conservation Authority;
- (b) "fill" means earth, gravel, sand, rubbish, garbage or any other material, whether similar to or different from any of the aforementioned materials and whether originating on the site or elsewhere, used or capable of being used to raise or in any way affect the contours of the ground;
- (c) "river", "creek", "stream" or "watercourse" means any waterway, whether artificial or natural, intermittent or permanent within the area under the jurisdiction of the Authority. O. Reg. 224/71, s. 1.

2. The areas described in the schedules are areas in which, in the opinion of the Authority, the control of flooding or pollution or the conservation of land or water may be affected by the placing or dumping of fill or by the interference with the existing channel of a river, creek, stream or watercourse. O. Reg. 224/71, s. 2.

##### 3. Subject to section 4, no person shall,

- (a) place or dump fill or permit fill to be placed or dumped in the areas described in the schedules, whether such fill is already located in or upon such area, or brought to or on such area from some other place or places; or
- (b) straighten, change, divert or interfere in any way with the existing channel of a river, creek, stream or watercourse in the area under the jurisdiction of the Authority. O. Reg. 224/71, s. 3.

4.—(1) Subject to the *Ontario Water Resources Act*, or to any private or public interest, the Authority may permit in writing, the placing or dumping of fill in any area to which section 3 applies, if, in the opinion of the Authority, the placing or dumping of fill or the method of placing or dumping of fill will not affect the control of flooding or pollution, or the conservation of land.

(2) Subject to the *Lakes and Rivers Improvement Act*, or any private or public interest, the Authority may permit in writing, the straightening, changing, diverting or interfering with the existing channel of a river, creek, stream or watercourse, in any area

to which section 3 applies, if, in the opinion of the Authority, the interference with the existing channel will not affect the control of flooding or pollution, or the conservation of land or water. O. Reg. 224/71, s. 4.

5. No person shall commence to dump or place fill or interfere with the existing channel of a watercourse in any area to which section 3 applies, before permission to do so has been obtained under section 4. O. Reg. 224/71, s. 5.

6.—(1) A signed application for permission to place or dump fill shall be filed with the Authority and shall include,

- (a) four copies of a plan of the property on which the fill is to be placed, showing the proposed location of filling, the depth to which it is proposed to fill and the proposed final grade of the land when filling is completed;
- (b) four copies of a complete description of the type of fill proposed to be placed or dumped;
- (c) four copies of a statement of the dates between which the placing or dumping will be carried out; and
- (d) four copies of a statement of the proposed use of the land following completion of placing or dumping.

(2) A signed application for permission to straighten, change, divert, or interfere in any way with the existing channel of a river, creek, stream or watercourse, shall be filed with the Authority and shall include,

- (a) four copies of a plan on which shall be shown in plan view and cross section the details of such straightening, change, diversion or interference;
- (b) four copies of a description of the protective measures to be undertaken;
- (c) four copies of a statement of the dates between which such straightening, changing, diverting or interfering will be carried out; and
- (d) four copies of a statement of the purpose of the proposed work. O. Reg. 224/71, s. 6.

7. The Authority may, at any time, withdraw any permission given under this Regulation if, in

the opinion of the Authority, the conditions of the permit are not complied with. O. Reg. 224/71, s. 7.

### Schedule 1

The land lying along both sides of Young's Creek in the south halves of lots 20 and 21, Concession 4, and in the north halves of lots 21 and 22, Concession 3, in the former Township of Charlotteville in the County of Norfolk as it existed on the 31st day of March, 1974 as shown outlined in red on the map filed in the office of the Registrar of Regulations at Toronto as No. 1187. O. Reg. 224/71, Sched. 1.

### Schedule 2

The land lying along both sides of Big Creek in lots 2 and 3, Concession 11, and lots 2 and 3, Concession 12, in the former Township of Charlotteville in the County of Norfolk as it existed on the 31st day of March, 1974 as shown outlined in red on the map filed in the office of the Registrar of Regulations at Toronto as No. 1188. O. Reg. 224/71, Sched. 2.

### Schedule 3

The land lying along both sides of Nanticoke Creek from the mouth upstream in the following lots and concessions:

the former Township of Walpole, County of Haldimand, as it existed on the 31st day of March, 1974—

Concession 1, lots 4, 5 and 6,  
Concession 2, lots 4, 5, 6 and 7,  
Concession 3, lots 3, 4, 5 and 6,  
Concession 4, lots 1, 2, 3 and 4,  
Concession 5, lots 1 and 2,  
Concession 6, lots 1 and 2,  
Concession 7, Lot 1,

and

the former Township of Woodhouse, County of Norfolk, as it existed on the 31st day of March, 1974—

Concession 4, lots 23 and 24,  
Concession 5, Lot 24,  
Concession 6, Lot 24,

as outlined by heavy black lines on 9 maps numbered 1 to 9 and filed in the office of the Registrar of Regulations at Toronto as Nos. 1189 to 1197, both inclusive. O. Reg. 224/71, Sched. 3.

### Schedule 4

The land lying along both sides of the Lynn River and all its tributaries in the following municipalities, lots and concessions, registered town plans and blocks:

City of Nanticoke formerly in the Town of Port Dover—

Registered  
Plan 207

Block 12, lots A and Ry 22,  
Block 26, All of Block,  
Block 27, lots 4, 5 and 6,  
Block 25, lots 2, 3, 6 and Ry 15,  
Block 35, lots 9, 10, 11, 12 and 13  
and Ry 14,  
Block 36, lots 2, 3, 4, 5, 6, 7, 8, 9  
and 10,  
Block 46, lots 12, 13 and 14,  
Block 53, lots 6, 7, 8 and 9,  
Block 58, lots 17, 18, 19 and 20,  
Ry 6, Ry 7, Ry 8 and Ry 12,  
Block 59, lots 4, 5, 6 and 10 to 18,  
inclusive,  
Block 64, lots 1 to 14, inclusive,  
Block 72, lots 11 to 20, inclusive,  
Block 74, lots 2, 3 and 4,  
Block 75, Lot 3,  
Block 80, lots 25, 26, 27 and 28  
and Ry 10,  
Block 87, lots 1, 2, 3, 4, 5, 6 and  
29 and Ry 9,  
Block 96, lots 36 to 45, inclusive,  
and  
Block 96A, lots 45 to 51, inclusive,  
Block 97, lots 46 to 53, inclusive,  
Block 97A, lots 52 to 60, inclusive,  
Block 98, lots B, C and 57 to 64,  
inclusive,  
Block 98A, lots 61, 62, 63, 64 and  
65,  
Block 99, lots A and 8 to 36,  
inclusive,  
Block 100, lots 28, 29, 30, 31 and  
33 and Ry 16.

Registered  
Plan 75-A

lots 17 to 79, inclusive,

Registered  
Plan 96-B

lots 42, 43, 44 and 45,

Registered  
Plan 98-B

lots 36, 37, 38, 39, 40, 1, 2, 3, 4, 5,  
6, 7 and 8.

Town of Simcoe—

Registered  
Plan 182

Block 1, lots 8 and 9,  
Block 3, All of Block,  
Block 4, lots 5, 6, 7 and 8,  
Block 7, lots 1 to 10, inclusive,  
Block 8, All of Block,  
Block 9, lots 38 to 45, inclusive,  
Block 10, lots 1 to 9, inclusive,  
Block 11, lots 24 to 34, inclusive,  
Block 12, lots 12 to 23, inclusive,  
Block 13, All of Block,  
Block 17, lots 1 to 9, inclusive,  
Block 22, lots 35 to 45, inclusive,  
Block 23, lots 24 to 35, inclusive,  
Block 24, Lot 1,  
Block 30, lots 1 and 2,  
Block 31, lots 2, 5, 6, 8 and 9,  
Block 32, lots 16 to 21, inclusive,  
Block 37, lots 6 to 11, inclusive,

Block 39, lots 20 to 24, inclusive,  
 Block 40, lots 1, 2 and 3,  
 Block 41, lots 8, 9 and 10,  
 Block 46, lots 12 and 19 to 24,  
 inclusive,  
 Block 47, lots 16, 18 and 19,  
 Block 48, lots 5 to 11, inclusive,  
 Block 49, lots 6, 7, 8 and 9,  
 Block 50, lots 1, 2, 12 and 13,  
 Block 50A, All of Block,  
 Block 57, lots 28, 29, 30, 33, 34 and  
 35,  
 Block 58, lots 18, 19, 20, 21 and 23,  
 Block 76, lots 2, 3, 4, 5 and 6 and  
 Ry A,  
 Block 81, Ry D and Lot 1,  
 Block 82, All of Block,  
 Block 82B, lots 38 to 50, inclusive,  
 Block 83, lots 1 and 2 and Ry E,  
 Block 88, lots 5, 7 and 10,  
 Block 124A, lots 1 and 2,  
 Block 127, lots 5, 17 and 18,  
 Block 127A, lots 4, 5, 6 and 7,  
 Block 128, lots 1 and 2 and Ry F,  
 Block 133, lots 1 and 2 and Ry G,

Registered  
 Plan 191

lots 25 to 38, inclusive,

Registered  
 Plan 201

lots 12, 13, 14 and 15,

Registered  
 Plan 275

Block 25A, All of Block,  
 Block 24A, All of Block,

Registered  
 Plan 276

lots 11, 12, 13, 14, 36 to 46, in-  
 clusive, 49, 50 to 57, inclusive,  
 60 and 71,

Registered  
 Plan 279

lots 7, 8 and 9,

Registered  
 Plan 314

All of Plan.

the former Township of Woodhouse, County of  
 Norfolk, as it existed on the 31st day of March,  
 1974—

Concession 1, Lot 10,  
 Concession 2, lots 6, 7, 8, 9 and 10,  
 Concession 3, lots 3, 4, 5, 6 and 7,  
 Concession 4, lots 2, 3 and 4,  
 Concession 5, lots 1, 2 and 3,  
 Concession 6, Lot 3,  
 Gore, lots 16 and 17,

and

the former Township of Townsend, County of  
 Norfolk, as it existed on the 31st day of March,  
 1974—

Concession 14, lots 1, 2, 3 and 4,  
 Concession 13, lots 1, 2, 3, 4, 5 and 6,  
 Concession 12, lots 1, 2 and 3,  
 Concession 11, lots 1, 2, 3, 4, 5 and 6,

Concession 10, lots 3 and 4,

and

the former Township of Charlotteville, County of  
 Norfolk, as it existed on the 31st day of March,  
 1974—

Concession 9, lots 11, 12, 13, 18, 19, 20, 21, 22,  
 23 and 24,

Concession 10, lots 16, 17, 18, 19, 21 and 22,

and

the former Township of Windham, County of Nor-  
 folk, as it existed on the 31st day of March, 1974—

Concession 14, lots 1, 2, 3, 4, 5, 9, 10, 11, 12,  
 13 and 14,

Concession 13, lots 1, 2, 3, 4 and 5,

Concession 12, lots 1, 3, 4 and 5,

Concession 11, Lot 4,

Concession 10, lots 4, 5, 6, 7, 8 and 9,

Concession 9, Lot 8,

as outlined by heavy black lines on maps numbered  
 1 to 41 inclusive, 2A, 25A, 33A and 33B, scale  
 1 inch = 200 feet, and filed in the office of the  
 Registrar of Regulations at Toronto as Nos. 1352  
 to 1396, inclusive. O. Reg. 224/71, Sched. 4.

### Schedule 5

The land lying along both sides of Big Creek  
 between the northern boundary of the Town of  
 Delhi and the road allowance between concessions  
 5 and 6, former Township of Windham, in the fol-  
 lowing lots and concessions:

the former Township of Windham, County of Nor-  
 folk, as it existed on the 31st day of March, 1974—

Concession 11, lots 24, 23 and 22,

Concession 10, lots 24, 23 and 22,

Concession 9, lots 24, 23, 22 and 21,

Concession 8, lots 22, 21, 20 and 19,

Concession 7, lots 22, 21, 20, 19, 18 and 17,

Concession 6, lots 18, 17 and 16,

Concession 5, lots 18 and 16,

and

the former Township of Middleton, County of  
 Norfolk, as it existed on the 31st day of March,  
 1974—

Concession 1, lots 48 and 47,

Concession 2, Lot 48,

and

the former Township of South Norwich, County of  
 Oxford, as it existed on the 31st day of December,  
 1974—

Gore, lots 2 and 3,

as outlined by heavy black lines on maps numbered 1 to 12, inclusive, 3A and 6A, scale 1 inch=200 feet and filed in the office of the Registrar of Regulations at Toronto as Nos. 1397 to 1410, inclusive. O. Reg. 224/71, Sched. 5.

### Schedule 6

The land lying along both sides of the Otter Creek and its tributaries, Clear Creek and Stoney Creek, including Lake Lisgar, in the municipalities of the Town of Tillsonburg and the former Township of Dereham, County of Oxford, as they existed on the 31st day of December, 1974 in the following lots, concessions and registered town plans;

Town of Tillsonburg—(lots or part thereof)

Registered Plan 500	lots 72, 73, 87, 122, 123, 125, 377, 539, 540, 541, 542, 543, 544, 545, 545A, 545E, 545F, 545G, 545H, 545J, 545Q, 545R, 680 to 698, inclusive, 714 to 718, inclusive, 732, 735, 736, 737, 763, 764A, 990, 995, 996, 1000 to 1008, inclusive, 1011 to 1016, inclusive, 1021 to 1026, inclusive, 1046, 1047, 1139, 1149 to 1152, inclusive, 1169, 1170 to 1174, inclusive, 1181 to 1183, inclusive, 1277 to 1285, inclusive, 1290 to 1300, inclusive, 1301 to 1315, inclusive, 1377 to 1418, inclusive, 1428 to 1431, inclusive, 1433 to 1452, inclusive, 1463, 1562 to 1564, inclusive, 1571, 1572, 1579 to 1582, inclusive, and 1594 to 1604, inclusive,
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Registered Plan 966	Block A, All lots,
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Registered Plan 675	lots 1 to 9, inclusive,
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Registered Plan 507	Blocks B & C, lots 6 to 8, inclusive, 12 to 39, inclusive and 377,
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Registered Plan 551	lots 19 to 25, inclusive,
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Registered Plan 621	lots 124 and 1 to 17, inclusive,
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Registered Plan 986	lots 1 to 10, inclusive and 20 to 25, inclusive,
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Registered Plan M8	All of Plan,
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Registered  
Plan M14

All of Plan,

part of lots 4, 5 and 6, Concession 11, formerly in the Township of Dereham, parts of Elgin Street, Raynes Street, Lisgar Avenue, Fourth Avenue, Delevan Crescent, Lisgar Court, Concession Street, Park Avenue, Brock Street, Oxford Street, Simcoe Street, Borden Crescent, Baldwin Street, Grand Avenue, Washington Avenue, Tillson Avenue, Bloomer Street, Van Street, Tillson Street, Harvey Street, Broadway Avenue, Victoria Street, Glendale Drive, Concession Street, Parkside Drive and Hawthorne Crescent.

The former Township of Dereham, County of Oxford—(lots or part thereof)

Concession 8, lots 16 to 23, inclusive,  
Concession 9, lots 1 and 15 to 23, inclusive,  
Concession 10, lots 1 to 6, inclusive, 8, 9, 11, 15 and 16,  
Concession 11, lots 1, 2 and 7 to 15, inclusive,  
Concession 12, lots 1, 2, 6, 7 and 8,

as outlined in heavy black lines on maps numbered 1 to 16 and 1A and filed in the office of the Registrar of Regulations at Toronto as Nos. 1411 to 1427, inclusive. O. Reg. 224/71, Sched. 6.

### Schedule 7

The land lying along both sides of Stoney Creek from the mouth upstream in the Township of Walpole and the former Township of Rainham, County of Haldimand, in the following lots or part thereof;

The former Township of Walpole, County of Haldimand, as it existed on the 31st day of March, 1974—

Concession 1, Lot 24,  
and

The former Township of Rainham, County of Haldimand, as it existed on the 31st day of March, 1974—

Concession 1, Lot 1,  
Concession 2, lots 1, 2 and 3,

as outlined in black lines on maps numbered 1 and 2 and filed in the office of the Registrar of Regulations at Toronto as Nos. 1428 and 1429. O. Reg. 224/71, Sched. 7.

## REGULATION 158

under the Conservation Authorities Act

### FILL AND ALTERATION TO WATERWAYS —RAISIN REGION

#### INTERPRETATION

#### 1. In this Regulation,

- (a) "Authority" means the Raisin Region Conservation Authority;
- (b) "fill" means earth, sand, gravel, rubble, rubbish, garbage or any other material whether similar to or different from any of the aforementioned materials, whether originating on the site or elsewhere, used or capable of being used to raise, lower or in any way affect the contours of the ground;
- (c) "fill line" means any line designated as such on the maps referred to in the Schedules;
- (d) "river", "lake", "creek", "stream" or "watercourse" means any river, lake, creek, stream or watercourse under the jurisdiction of the Authority. O. Reg. 114/76, s. 1.

2. The areas described in the Schedules are areas in which, in the opinion of the Authority, the control of flooding or pollution or the conservation of land may be affected by the placing or dumping of fill. O. Reg. 114/76, s. 2.

#### 3. Subject to section 4, no person shall,

- (a) place or dump fill or permit fill to be placed or dumped in the areas described in the Schedules whether such fill is already located in or upon such area, or brought to or on such area from some other place or places; or
- (b) straighten, change, divert or interfere in any way with the existing channel of a river, creek, stream or watercourse. O. Reg. 114/76, s. 3.

4. Subject to the *Ontario Water Resources Act* or to any private interest, the Authority may permit in writing the placing or dumping of fill or the straightening, changing, diverting or interfering with the existing channel of a river, creek, stream or watercourse to which section 3 applies if, in the opinion of the Authority, the placing or dumping or the straightening, changing, diverting or interfering with the existing channel will not affect

the control of flooding or pollution or the conservation of the land. O. Reg. 114/76, s. 4.

5. No person shall place or dump fill or straighten, change, divert or interfere with the existing channel of a river, creek, stream or watercourse in any area to which section 3 applies before permission to do so has been obtained under section 4. O. Reg. 114/76, s. 5.

6.—(1) A signed application for permission to place or dump fill shall be filed with the Authority and shall include,

- (a) four copies of a plan of the property on which the fill is to be placed, showing the proposed location of filling, the depth to which it is proposed to fill and the proposed final grade of the land when filling is completed;
- (b) four copies of a complete description of the type of fill proposed to be placed or dumped;
- (c) four copies of a statement of the dates between which the placing or dumping will be carried out; and
- (d) four copies of a statement of the proposed use of the land following completion of placing or dumping.

(2) A signed application for permission to straighten, change, divert or interfere in any way with the existing channel of a river, creek, stream or watercourse, shall be filed with the Authority and shall include,

- (a) four copies of a plan on which shall be shown in plan view and cross section the details of such straightening, change, diversion or interference;
- (b) four copies of a description of the protective measures to be undertaken;
- (c) four copies of a statement of the dates between which the straightening, changing, diverting or interfering will be carried out; and

- (d) four copies of a statement of the purpose of the proposed work. O. Reg. 114/76, s. 6.

7. The Authority may, at any time, withdraw any permission given under this Regulation if, in the opinion of the Authority, the conditions of the permit are not complied with. O. Reg. 114/76, s. 7.

8. Members of the staff of the Authority are appointed officers to enforce this Regulation. O. Reg. 114/76, s. 8.

#### Schedule 1

Those parts of the St. Lawrence River, Lake St. Lawrence and Lake St. Francis within the municipal boundaries of the townships of Osnabruck and Cornwall and the City of Cornwall in the County of Stormont and the townships of Charlottenburgh and Lancaster in the County of Glengarry, as shown delineated by the fill line coloured red on a map filed in the office of the Registrar of Regulations at Toronto as No. 1997 excepting those lands outlined in green on the said map. O. Reg. 114/76, Sched. 1.

## REGULATION 159

under the Conservation Authorities Act

### FILL, CONSTRUCTION AND ALTERATION TO WATERWAYS—CATARAQUI REGION

#### INTERPRETATION

#### 1. In this Regulation,

- (a) "Authority" means The Cataraqui Region Conservation Authority;
- (b) "building or structure" means a building or structure of any kind;
- (c) "fill" means earth, sand, gravel, rubble, rubbish, garbage or any other material whether similar to or different from any of the aforementioned materials, whether originating on the site or elsewhere, used or capable of being used to raise, lower or in any way affect the contours of the ground;
- (d) "fill line" means any line designated as such on the maps referred to in the Schedules;
- (e) "regional storm" means,
  - (i) for the main branch of Little Cataraqui Creek, the rainfall, snowmelt, or the combination of rainfall and snowmelt, that would produce,

(A) at King Street West, in the City of Kingston, a flow of 1,000 cubic feet per second,

(B) immediately above the confluence with the west branch of the Cataraqui Creek, a flow of 850 cubic feet per second, and

(C) at Princess Street, in the City of Kingston, a flow of 1,850 cubic feet per second,

- (ii) for the west branch of Little Cataraqui Creek, the rainfall, snowmelt, or the combination of rainfall and snowmelt, that would produce,

(A) at the confluence with the main branch of Little Cataraqui Creek, a flow of 750 cubic feet per second,

(B) at that part of the King's Highway known as No. 33, east of Days Road, a flow of 655 cubic feet per second,

(C) at McEwen Drive, a flow of 570 cubic feet per second,

(D) at that part of the King's Highway known as No. 33, west of Days Road, a flow of 455 cubic feet per second, and

(E) at that part of the King's Highway known as No. 2, a flow of 370 cubic feet per second;

- (f) "river", "lake", "creek", "stream" or "watercourse" means any river, lake, creek, stream or watercourse under the jurisdiction of the Authority. O. Reg. 996/76, s. 1.

2. The areas described in the Schedules are areas in which, in the opinion of the Authority, the control of flooding or pollution or the conservation of land may be affected by the placing or dumping of fill. O. Reg. 996/76, s. 2.

#### 3. Subject to section 4, no person shall,

- (a) construct any building or structure or permit any building or structure to be constructed in or on a pond or swamp or in any area susceptible to flooding during a regional storm;
- (b) place or dump fill or permit fill to be placed or dumped in the areas described in the Schedules whether such fill is already located in or upon such area, or brought to or on such area from some other place or places; or
- (c) straighten, change, divert or interfere in any way with the existing channel of a river, creek, stream or watercourse. O. Reg. 996/76, s. 3.

4. Subject to the *Ontario Water Resources Act* or to any private interest, the Authority may permit in writing the construction of any building or structure or the placing or dumping of fill or the straightening, changing, diverting or interfering with the existing channel of a river, creek, stream

or watercourse to which section 3 applies if, in the opinion of the Authority, the site of the building or structure or the placing or dumping and the method of construction or placing or dumping or the straightening, changing, diverting or interfering with the existing channel will not affect the control of flooding or pollution or the conservation of land. O. Reg. 996/76, s. 4.

5. No person shall commence to construct any building or structure or dump or place fill or straighten, change, divert or interfere with the existing channel of a river, creek, stream or watercourse in any area to which section 3 applies before permission to do so has been obtained under section 4. O. Reg. 996/76, s. 5.

6.—(1) A signed application for permission to construct a building or structure shall be filed with the Authority and shall include,

- (a) four copies of a plan of the property showing the proposed location of the building or structure, its elevation and the proposed final grade plan;
- (b) four copies of a complete description of the type of building or structure to be constructed, including drainage details;
- (c) four copies of a statement of the dates between which the construction will be carried out; and
- (d) four copies of a statement of the proposed use of the building or structure following completion of the construction.

(2) A signed application for permission to place or dump fill shall be filed with the Authority and shall include,

- (a) four copies of a plan of the property on which the fill is to be placed, showing the proposed location of filling, the depth to which it is proposed to fill and the proposed final grade of the land when filling is completed;
- (b) four copies of a complete description of the type of fill proposed to be placed or dumped;
- (c) four copies of a statement of the dates between which the placing or dumping will be carried out; and
- (d) four copies of a statement of the proposed use of the land following completion of placing or dumping.

(3) A signed application for permission to straighten, change, divert or interfere in any way with the existing channel of a river, creek, stream

or watercourse, shall be filed with the Authority and shall include,

- (a) four copies of a plan on which shall be shown in plan view and cross section the details of such straightening, change, diversion or interference;
- (b) four copies of a description of the protective measures to be undertaken;
- (c) four copies of a statement of the dates between which the straightening, changing, diverting or interfering will be carried out; and
- (d) four copies of a statement of the purpose of the proposed work. O. Reg. 996/76, s. 6.

7. The Authority may, at any time, withdraw any permission given under this Regulation, if, in the opinion of the Authority, the conditions of the permit are not complied with. O. Reg. 996/76, s. 7.

8. Members of the staff of the Authority are appointed officers to enforce this Regulation. O. Reg. 996/76, s. 8.

#### Schedule 1

That part of the valley of the Little Cataraqui Creek and its major and minor tributaries lying between Lake Ontario and that part of the King's Highway known as No. 401 and being those areas as shown delineated by the fill line on maps filed in the Office of the Registrar of Regulations at Toronto as Nos. 2082 to 2092, both inclusive. O. Reg. 996/76, Sched. 1.

#### Schedule 2

Those parts of the counties of Frontenac, Lennox and Addington and Leeds, described as follows:

- 1. In the Township of Ernestown in the County of Lennox and Addington and being composed of all of lots 29 to 32, both inclusive, in Concession I.
- 2. In the Township of Kingston in the County of Frontenac and being composed of:
  - i. All of concessions I, II, III, IV and V.
  - ii. Miles Square Block at the westerly end of Concession II,
 except the area described in Schedule 1.
- 3. In the City of Kingston in the County of Frontenac and being composed of those parts of the city lying:

- i. West of Portsmouth Avenue and south of Counter Street.
- ii. West of Division Street and north of Counter Street.
- iii. East of Montreal Street and north of the centre line of Elliott Avenue and its extension easterly.
- iv. Between the LaSalle Causeway and the extension of Elliott Avenue easterly to the City limits and being more particularly described as follows:

Beginning at the centre of the intersection of Elliott Avenue and Montreal Street and proceeding easterly along the centre line of Elliott Avenue and its projection easterly across the Great Catarqui River to the shore line of the Great Catarqui River, being the easterly limit of the City of Kingston;

thence southerly along the said easterly city limit to its intersection with that part of the King's Highway known as No. 2 at the east end of the LaSalle Causeway;

thence westerly along the centre line of the LaSalle Causeway to its western end and the beginning of Ontario Street;

thence southwesterly along the centre line of Ontario Street to its intersection with Place D'Armes;

thence westerly along the centre line of Place D'Armes to its termination at Wellington Street;

thence northerly along the centre line of Wellington Street to its termination at the foot of Bay Street;

thence westerly along the centre line of Bay Street to its intersection with Rideau Street;

thence northerly along the centre line of Rideau Street to its convergence with Montreal Street;

thence northerly along the centre line of Montreal Street to the place of beginning,

except the area described in Schedule 1.

4. In the Township of Pittsburgh in the County of Frontenac and being composed of:

- i. All of lots 1 to 20, both inclusive, in Concession east of the Greater Catarqui River.

- ii. All of lots C and D east of the Greater Catarqui River.
- iii. All of lots A, B, C, D and E adjoining the Military Reserve.
- iv. All of Lot 22 (or Gore Lot).
- v. All of lots 1 to 20, both inclusive, in Concession I.
- vi. All of lots 1 to 38, both inclusive, in Concession II.
- vii. All of lots 1 to 25, both inclusive, and all those parts of lots 26 to 38, both inclusive, lying south of that part of the King's Highway known as No. 2 in Concession III.
- viii. All of lots 1 to 28, both inclusive, in Concession IV.
- ix. All of lots 5 to 26, both inclusive, in Concession V.
- x. All of lots 20 and 21, in Concession VI and all those parts of lots 15, 16, 17, 18 and 19 lying south of the Rideau Canal in Concession VI.
- xi. All those parts of lots 21 and 22 lying south of the Rideau Canal in Concession VII and all that part of Lot 23 lying south of that part of the King's Highway known as No. 15 in Concession VII.
- xii. All that portion of the township between the high-water mark of the St. Lawrence River and the southern boundary of the township.

5. In the Township of Elizabethtown in the County of Leeds and being composed of all of lots 9 to 15, both inclusive, in Concession III.

6. In the Township of Loughborough in the County of Frontenac and being composed of:

- i. Lots 7 and 8 in Concession VIII.
- ii. Lots 7 and 8 in Concession IX.
- iii. Lot 7 in Concession XII.
- iv. Lots 12 and 13 in Concession VII.
- v. Lots 7 to 13, both inclusive, in Concession VI.
- vi. Lots 4 to 10, both inclusive, in Concession V. O. Reg. 996/76, Sched. 2; O. Reg. 901/77, s. 1; O. Reg. 490/78, s. 1.



REGULATION 160

under the Conservation Authorities Act

FILL, CONSTRUCTION AND ALTERATION  
TO WATERWAYS—CATFISH CREEK

INTERPRETATION

1. In this Regulation,

- (a) "Authority" means Catfish Creek Conservation Authority;
- (b) "building or structure" means a building or structure of any kind;
- (c) "drainage area" means, for a point, the area which contributes runoff to that point;
- (d) "fill" means earth, sand, gravel, rubble, rubbish, garbage or any other material whether similar to or different from any of the aforementioned materials, whether originating on the site or elsewhere, used or capable of being used to raise, lower or in any way affect the contours of the ground;
- (e) "fill line" means any line designated as such on the maps referred to in the Schedules;
- (f) "regional storm" means a storm producing in a forty-eight hour period in a drainage area of,
  - (i) ten square miles or less, a rainfall that has the distribution set out in Table 1, or
  - (ii) more than ten square miles, a rainfall such that the number of inches of rain referred to in each case in Table 1 shall be modified by the percentage amount shown in Column 2 of Table 1 opposite the size of the drainage area set out opposite thereto in Column 1 of Table 2.

TABLE 1

2.90 inches of rain in the first 36 hours
0.25 inches of rain in the 37th hour
0.17 inches of rain in the 38th hour
0.25 inches of rain in the 39th hour
0.50 inches of rain in the 40th hour
0.66 inches of rain in the 41st hour
0.50 inches of rain in the 42nd hour
0.91 inches of rain in the 43rd hour
0.50 inches of rain in the 44th hour
0.50 inches of rain in the 45th hour
2.08 inches of rain in the 46th hour
1.49 inches of rain in the 47th hour
0.50 inches of rain in the 48th hour

TABLE 2

COLUMN 1	COLUMN 2
Drainage Area (square miles)	Percentage
11 to 17 both inclusive	99.2
18 to 25 both inclusive	98.2
26 to 35 both inclusive	97.1
36 to 45 both inclusive	96.3
46 to 55 both inclusive	95.4
56 to 65 both inclusive	94.8
66 to 75 both inclusive	94.2
76 to 85 both inclusive	93.5
86 to 95 both inclusive	92.7
96 to 105 both inclusive	92.0
106 to 175 both inclusive	89.4
176 to 225 both inclusive	86.7
226 to 275 both inclusive	84.0
276 to 325 both inclusive	82.4
326 to 375 both inclusive	80.8
376 to 450 both inclusive	79.3
451 to 550 both inclusive	76.6
551 to 650 both inclusive	74.4
651 to 750 both inclusive	73.3
751 to 850 both inclusive	71.7
851 to 950 both inclusive	70.2
951 to 1050 both inclusive	69.0
1051 to 1750 both inclusive	64.4
1751 to 2250 both inclusive	61.4
2251 to 2750 both inclusive	58.9
2751 to 3000 both inclusive	57.4

- (g) "river", "lake", "creek", "stream" or "watercourse" means any river, lake, creek, stream or watercourse under the jurisdiction of the Authority. O. Reg. 784/74, s. 1.

2. The areas described in the Schedules are areas in which, in the opinion of the Authority, the control of flooding or pollution or the conservation of land may be affected by the placing or dumping of fill. O. Reg. 784/74, s. 2.

3. Subject to section 4, no person shall,

- (a) construct any building or structure or permit any building or structure to be constructed in or on a pond or swamp or in any area susceptible to flooding during a regional storm;
- (b) place or dump fill or permit fill to be placed or dumped in the areas described in the

Schedules whether such fill is already located in or upon such area, or brought to or on such area from some other place or places; or

- (c) straighten, change, divert or interfere in any way with the existing channel of a river, creek, stream or watercourse. O. Reg. 784/74, s. 3.

4. Subject to the *Ontario Water Resources Act* or to any private interest, the Authority may permit in writing the construction of any building or structure or the placing or dumping of fill or the straightening, changing, diverting or interfering with the existing channel of a river, creek, stream or watercourse to which section 3 applies if, in the opinion of the Authority, the site of the building or structure or the placing or dumping or the method of construction or placing or dumping or the straightening, changing, diverting or interfering with the existing channel will not affect the control of flooding or pollution or the conservation of the land. O. Reg. 784/74, s. 4.

5. No person shall commence to construct any building or structure or dump or place fill or straighten, change, divert or interfere with the existing channel of a river, creek, stream or watercourse in any area to which section 3 applies before permission to do so has been obtained under section 4. O. Reg. 784/74, s. 5.

6.—(1) A signed application for permission to construct a building or structure shall be filed with the Authority and shall include,

- (a) four copies of a plan of the property showing the proposed location of the building or structure, its elevation and the proposed final grade plan;
- (b) four copies of a complete description of the type of building or structure to be constructed, including drainage details;
- (c) four copies of a statement of the dates between which the construction will be carried out; and
- (d) four copies of a statement of the proposed use of the building or structure following completion of the construction.

(2) A signed application for permission to place or dump fill shall be filed with the Authority and shall include,

- (a) four copies of a plan of the property on which the fill is to be placed, showing the proposed location of filling, the depth to which it is proposed to fill and the proposed final grade of the land when filling is completed;
- (b) four copies of a complete description of the type of fill proposed to be placed or dumped;

- (c) four copies of a statement of the dates between which the placing or dumping will be carried out; and
- (d) four copies of a statement of the proposed use of the land following completion of placing or dumping.

(3) A signed application for permission to straighten, change, divert or interfere in any way with the existing channel of a river, creek, stream or watercourse, shall be filed with the Authority and shall include,

- (a) four copies of a plan on which shall be shown in plan view and cross section the details of such straightening, change, diversion or interference;
- (b) four copies of a description of the protective measures to be undertaken;
- (c) four copies of a statement of the dates between which the straightening, changing, diverting or interfering will be carried out; and
- (d) four copies of a statement of the purpose of the proposed work. O. Reg. 784/74, s. 6.

7. The Authority may, at any time, withdraw any permission given under this Regulation, if, in the opinion of the Authority, the conditions of the permit are not complied with. O. Reg. 784/74, s. 7.

8. Members of the staff of the Authority are appointed officers to enforce this Regulation. O. Reg. 784/74, s. 8.

### Schedule 1

That part of the Catfish Creek and its tributaries comprising lands more specifically described as follows:

That portion of the area under the jurisdiction of the Authority comprising lands within the Town of Aylmer and parts of Malahide Township in the County of Elgin, and being those areas shown within and outlined by the fill line on maps filed in the office of the Registrar of Regulations at Toronto as Nos. 1842 and 1843. O. Reg. 784/74, Sched. 1.

### Schedule 2

That portion of Bradley Creek comprising lands more specifically described as follows:

That portion of the area under the jurisdiction of the Authority comprising lands within the Town of Aylmer in the County of Elgin, and being those areas shown outlined by fill lines on a map filed in the office of the Registrar of Regulations at Toronto as No. 1844. O. Reg. 784/74, Sched. 2.

REGULATION 161

under the Conservation Authorities Act

FILL, CONSTRUCTION AND  
ALTERATION TO WATERWAYS—  
CENTRAL LAKE ONTARIO

INTERPRETATION

1. In this Regulation,
- (a) “Authority” means the Central Lake Ontario Conservation Authority;
  - (b) “building or structure” means a building or structure of any kind;
  - (c) “fill” means earth, sand, gravel, rubble, rubbish, garbage or any other material whether similar to or different from any of the aforementioned materials, used or capable of being used, to raise, lower or in any way affect the contours of the ground;
  - (d) “fill line” means any line designated as such on the maps referred to in the Schedule;
  - (e) “river”, “lake”, “creek”, “stream” or “watercourse” means any river, lake, creek, stream or watercourse under the jurisdiction of the Authority; and
  - (f) “regional storm” means a storm producing in a forty-eight hour period, in a drainage area of,
    - (i) ten square miles or less, a rainfall that has the distribution set out in Table 1, or
    - (ii) more than ten square miles, a rainfall such that the number of inches of rain referred to in each case in Table 1 shall be modified by the percentage amount shown in Column 2 of Table 2 opposite the size of the drainage area set out opposite thereto in Column 1 of Table 2.

TABLE 1

2.90 inches of rain in the first 36 hours
0.25 inches of rain in the 37th hour
0.17 inches of rain in the 38th hour
0.25 inches of rain in the 39th hour
0.50 inches of rain in the 40th hour
0.66 inches of rain in the 41st hour
0.50 inches of rain in the 42nd hour
0.91 inches of rain in the 43rd hour
0.50 inches of rain in the 44th hour
0.50 inches of rain in the 45th hour
2.08 inches of rain in the 46th hour
1.49 inches of rain in the 47th hour
0.50 inches of rain in the 48th hour

O. Reg. 824/73, s. 1, *part.*

TABLE 2

COLUMN 1	COLUMN 2
Drainage Area (square miles)	Percentage
11 to 17 both inclusive	99.2
18 to 25 both inclusive	98.2
26 to 35 both inclusive	97.1

COLUMN 1	COLUMN
Drainage Area (square miles)	Percentage
36 to 45 both inclusive	96.3
46 to 55 both inclusive	95.4
56 to 65 both inclusive	94.8
66 to 75 both inclusive	94.2
76 to 85 both inclusive	93.5
86 to 95 both inclusive	92.7
96 to 105 both inclusive	92.0
106 to 175 both inclusive	89.4
176 to 225 both inclusive	86.7
226 to 275 both inclusive	84.0
276 to 325 both inclusive	82.4
326 to 375 both inclusive	80.8
376 to 450 both inclusive	79.3
451 to 550 both inclusive	76.6
551 to 650 both inclusive	74.4
651 to 750 both inclusive	73.3
751 to 850 both inclusive	71.7
851 to 950 both inclusive	70.2
951 to 1050 both inclusive	69.0
1051 to 1750 both inclusive	64.4
1751 to 2250 both inclusive	61.4
2251 to 2750 both inclusive	58.9
2751 to 3000 both inclusive	57.4

O. Reg. 824/73, s. 1, *part.*

2. The areas described in the Schedule are areas in which, in the opinion of the Authority the control of flooding or pollution or the conservation of land may be affected by the placing or dumping of fill. O. Reg. 824/73, s. 2.

3. Subject to section 4, no person shall,

- (a) construct any building or structure or permit any building or structure to be constructed in or on a pond or swamp or in any area susceptible to flooding during a regional storm;
- (b) place or dump fill of any kind or permit fill to be placed or dumped in the area described in the schedule, whether such fill is already located in or upon such area or brought to or on such area from some other place or places; or
- (c) straighten, change, divert or interfere in any way with the existing channel of a river, creek, stream or watercourse. O. Reg. 824/73, s. 3.

4. Subject to the *Ontario Water Resources Act* or to any private interest, the Authority may permit in writing the construction of any building or structure or the placing or dumping of fill or the straightening, changing, diverting or interfering with the existing channel of a river, creek, stream or watercourse to which section 3 applies if, in the opinion of the Authority, the site of the building or structure or the placing or dumping and the method of construction or placing or dumping or the straightening, changing, diverting or interfering with the existing channel will not affect the control of flooding or pollution or the conservation of land. O. Reg. 824/73, s. 4.

5. No person shall commence to construct any building or structure or dump or place fill or straighten, change, divert or interfere with the existing channel of a river, creek, stream or watercourse in any area to which section 3 applies before permission to do so has been obtained under section 4. O. Reg. 824/73, s. 5.

6.—(1) A signed application for permission to construct a building or structure shall be filed with the Authority and shall include,

- (a) four copies of a plan of the property showing the proposed location of the building or structure, its elevation and the proposed final grade plan;
- (b) four copies of a complete description of the type of building or structure to be constructed, including drainage details;
- (c) four copies of a statement of the dates between which the construction will be carried out; and
- (d) four copies of a statement of the proposed use of the building or structure following completion of the construction.

(2) A signed application for permission to place or dump fill shall be filed with the Authority and shall include,

- (a) four copies of a plan of the property on which the fill is to be placed, showing the proposed location of filling, the depth to which it is proposed to fill and the proposed final grade of the land when filling is completed;
- (b) four copies of a complete description of the type of fill proposed to be placed or dumped;
- (c) four copies of a statement of the dates between which the placing or dumping will be carried out; and
- (d) four copies of a statement of the proposed use of the land following completion of placing or dumping.

(3) A signed application for permission to straighten, change, divert or interfere in any way with the existing channel of a river, creek, stream or watercourse shall be filed with the Authority and shall include,

- (a) four copies of a plan on which shall be shown in plan view and cross section the details of such straightening, change, diversion or interference;
- (b) four copies of a description of the protective measures to be undertaken;
- (c) four copies of a statement of the dates between which the straightening, changing, diverting or interfering will be carried out; and
- (d) four copies of a statement of the purpose of the proposed work. O. Reg. 824/73, s. 6.

7. The Authority may, at any time, withdraw any permission given under this Regulation if, in the opinion of the Authority, the conditions of the permit are not complied with. O. Reg. 824/73, s. 7.

8. The Authority may from time to time appoint officers to enforce this Regulation who shall hold office during the pleasure of the Authority. O. Reg. 824/73, s. 8.

Schedule

In The Regional Municipality of Durham and more particularly described as follows:

- 1. In the Town of Newcastle, formerly in the Town of Bowmanville, and being composed of the following lots and parts of lots:

Concession	Lot
Broken Front	9
	10
	11
	12
	13
	14
I	8
	S. 1/2 9
	S. 1/2 10
	S. 1/2 11
	12
	13
	N. 1/2 14
II	8
	13
	14

- 2. In the said Town of Newcastle, formerly in the Township of Clarke, and being composed of the following lots and parts of lots:

Concession	Lot
III	N. 1/2 34
	N. 1/2 35
V	S. 1/2 35
VIII	35

- 3. In the Town of Newcastle, formerly in the Township of Darlington, and being composed of the following lots and parts of lots:

Concession	Lot
Broken Front	12
	13
	14
	15
	16
	17
	18
	N. 1/2 19
	20
	21
	N. 1/2 28
	29
	32
	33
	34
	35

Concession	Lot
I	N. $\frac{1}{2}$ 4
	5
	S. $\frac{1}{2}$ 6
	7
	15
	S. $\frac{1}{2}$ 16
	S. $\frac{1}{2}$ 17
	S. $\frac{1}{2}$ 18
	S. $\frac{1}{2}$ 20
	S. $\frac{1}{2}$ 21
	22
	S. $\frac{1}{2}$ 23
	N. $\frac{1}{2}$ 26
	N. $\frac{1}{2}$ 27
	28
	S. $\frac{1}{2}$ 29
II	S. $\frac{1}{2}$ 32
	S. $\frac{1}{2}$ 33
	1
	2
	S. $\frac{1}{2}$ 3
	S. $\frac{1}{2}$ 4
	7
	15
	16
	25
	26
	N. $\frac{1}{2}$ 27
	28
	N. $\frac{1}{2}$ 29
	N. $\frac{1}{2}$ 30
	N. $\frac{1}{2}$ 31
III	N. $\frac{1}{2}$ 32
	N. $\frac{1}{2}$ 33
	34
	35
	1
	2
	6
	7
	8
	S. $\frac{1}{2}$ 9
	S. $\frac{1}{2}$ 10
	11
	S. $\frac{1}{2}$ 12
	N. $\frac{1}{2}$ of N. $\frac{1}{2}$ 14
	15
	16
	S. $\frac{1}{2}$ 20
	21
	22
	23
	24
	S. $\frac{1}{2}$ 25
	S. $\frac{1}{2}$ of S. $\frac{1}{2}$ 26
	32
	33
	N. $\frac{1}{2}$ 34
	35

Concession	Lot
IV	3
	4
	5
	6
	S. $\frac{1}{2}$ of S. $\frac{1}{2}$ 7
	S. $\frac{1}{2}$ 8
	9
	N. $\frac{1}{2}$ 15
	16
	17
	23
	24
	26
	27
	S. $\frac{1}{2}$ 28
	S. $\frac{1}{2}$ 29
V	S. $\frac{1}{2}$ 30
	S. $\frac{1}{2}$ 31
	32
	S. $\frac{1}{2}$ 33
	S. $\frac{1}{2}$ 34
	35
	2
	3
	S. $\frac{1}{2}$ 5
	S. $\frac{1}{2}$ 6
	7
	N. $\frac{1}{2}$ 8
	N. $\frac{1}{2}$ 9
	N. $\frac{1}{2}$ 12
	13
	14
	15
	16
	S. $\frac{1}{2}$ 17
	18
	19
	23
	24
	N. $\frac{1}{2}$ 25
	26
	S. $\frac{1}{2}$ 27
	S. $\frac{1}{2}$ 31
	S. $\frac{1}{2}$ 32
	34
	S. $\frac{1}{2}$ 35
VI	1
	2
	3
	4
	N. $\frac{1}{2}$ 5
	7
	8
	N. $\frac{1}{2}$ 10
	11
	S. $\frac{1}{2}$ 12
	S. $\frac{1}{2}$ 13
	14
	15
	16

Concession	Lot
	19
	20
	23
	24
	S. ½ 25
	26
	27
	S. ½ 28
	29
	30
	31
	32
VII	1
	2
	S. ½ 3
	S. ½ 4
	5
	6
	7
	8
	N. ½ 9
	10
	S. ½ 11
	12
	S. ½ 13
	14
	15
	19
	20
	21
	S. ½ 26
	S. ½ 27
	S. ½ 28
	S. ½ 29
	S. ½ 31
	S. ½ 32
	S. ½ of S. ½ 33
VIII	S. ½ 4
	5
	S. ½ 6
	S. ½ 7
	8
	9
	10
	N. ½ 11
	12
	14
	15
	16
	S. ½ 17
	N. ½ 18
	19
	S. ½ 21
	22
	23
	24
	25
	26
	N. ½ 27
	28

Concession	Lot
	N. ½ 29
	N. ½ 32
	N. ½ 33
	34
	S. ½ 35
IX	S. ½ 11
	S. ½ 12
	14
	S. ½ 15
	S. ½ of S. ½ 16
	S. ½ 22
	23
	24
	N. ½ 25
	26
	27
	28
	29
	32
	S. ½ 33
X	S. ½ 25
	S. ½ 26

4. In the Town of Whitby, and being composed of the following lots and parts of lots:

Concession	Lot
Broken Front	18
	19
	20
	21
	25
	26
	27
	28
	31
	32
	33
	34
I	18
	19
	20
	21
	22
	24
	S. ½ 25
	30
	31
	32
	S. ½ 33
	34
II	18
	19
	20

Concession	Lot
	N. ½ 23
	24
	29
	30
	31
	32
	N. ½ 33
	34
	N. ½ 35
III	S. ½ 18
	19
	20
	21
	22
	23
	24
	N. ½ 25
	28
	29
	S. ½ 30
	31
	32
	S. ½ 33
	34
	35
IV	20
	S. ½ 21
	S. ½ 22
	N. ½ 24
	N. ½ 25
	N. ½ 26
	N. ½ 27
	28
	S. ½ 30
	31
	32
	34
V	N. ½ 18
	23
	24
	N. ½ 28
	N. ½ 29
	30
	31
	N. ½ 32
	34
	N. ½ 35
VI	18
	N. ½ 19
	S. ½ 23
	24
	27
	S. ½ 28
	29
	30
	31
	S. ½ 32
	S. ½ 33

Concession	Lot
VII	34
	35
	18
	19
	24
	25
	30
	31
	S. ½ 32
	33
	N. ½ 34
	35
VIII	18
	19
	N. ½ 20
	24
	S. ½ 25
	S. ½ 26
	27
	28
	N. ½ 29
	30
	31
	S. ½ 33
	34
	35
IX	S. ½ 18
	S. ½ 19
	23
	24
	S. ½ 30
	31
	32
	33
	34

5. In the City of Oshawa, formerly in the Township of East Whitby, and being composed of the following lots and parts of lots:

Concession	Lot
II	N. ½ 2
	N. ½ 3
	N. ½ 4
	N. ½ 5
III	S. ½ 1
	S. ½ 2
	3
	4
	5
	6
	7

Concession	Lot
IV	S. 1 <sup>1</sup> / <sub>2</sub> 3
	5
	N. 1 <sup>1</sup> / <sub>2</sub> 6
	N. 1 <sup>1</sup> / <sub>2</sub> 7
	N. 1 <sup>1</sup> / <sub>2</sub> 8
	N. 1 <sup>1</sup> / <sub>2</sub> 9
	N. 1 <sup>1</sup> / <sub>2</sub> 10
	N. 1 <sup>1</sup> / <sub>2</sub> 11
V	N. 1 <sup>1</sup> / <sub>2</sub> 14
	S. 1 <sup>1</sup> / <sub>2</sub> 6
	N. 1 <sup>1</sup> / <sub>2</sub> 8
	9
	S. 1 <sup>1</sup> / <sub>2</sub> 10
	S. 1 <sup>1</sup> / <sub>2</sub> 11
	S. 1 <sup>1</sup> / <sub>2</sub> 14
	S. 1 <sup>1</sup> / <sub>2</sub> 15
VI	16
	N. 1 <sup>1</sup> / <sub>2</sub> 17
	N. 1 <sup>1</sup> / <sub>2</sub> 1
	N. 1 <sup>1</sup> / <sub>2</sub> 2
	N. 1 <sup>1</sup> / <sub>2</sub> 3
	N. 1 <sup>1</sup> / <sub>2</sub> 4
	5
	6
	7
	8
	9
	N. 1 <sup>1</sup> / <sub>2</sub> 13
	N. 1 <sup>1</sup> / <sub>2</sub> 14
	15
	16
	17
VII	S. 1 <sup>1</sup> / <sub>2</sub> 1
	S. 1 <sup>1</sup> / <sub>2</sub> 2
	S. 1 <sup>1</sup> / <sub>2</sub> 3
	N. 1 <sup>1</sup> / <sub>2</sub> 4
	5
	6
	N. 1 <sup>1</sup> / <sub>2</sub> 7
	8
	S. 1 <sup>1</sup> / <sub>2</sub> 9
	S. 1 <sup>1</sup> / <sub>2</sub> 11
	12
	13
	N. 1 <sup>1</sup> / <sub>2</sub> 14
	15
VIII	3
	4
	S. 1 <sup>1</sup> / <sub>2</sub> 5
	6
	7
	S. 1 <sup>1</sup> / <sub>2</sub> of S. 1 <sup>1</sup> / <sub>2</sub> 8
	N. 1 <sup>1</sup> / <sub>2</sub> 10
	11
	S. 1 <sup>1</sup> / <sub>2</sub> 12
	S. 1 <sup>1</sup> / <sub>2</sub> 13
	14
	15
	N. 1 <sup>1</sup> / <sub>2</sub> 17

Concession	Lot
IX	12
	S. 1 <sup>1</sup> / <sub>2</sub> 13
	S. 1 <sup>1</sup> / <sub>2</sub> 14
	S. 1 <sup>1</sup> / <sub>2</sub> 17

6. In the Town of Whitby, formerly in the Township of Pickering, and being composed of the following lots and parts of lots:

Concession	Lot
III	1
IV	S. 1 <sup>1</sup> / <sub>2</sub> 1
	2
V	2
	N. 1 <sup>1</sup> / <sub>2</sub> 3
VI	3
VII	1
	N. 1 <sup>1</sup> / <sub>2</sub> 2
VIII	2
	3
IX	S. 1 <sup>1</sup> / <sub>2</sub> 1
	S. 1 <sup>1</sup> / <sub>2</sub> 2
	S. 1 <sup>1</sup> / <sub>2</sub> 3

7. In the Township of Scugog, formerly in the Township of Reach, and being composed of the following lots and parts of lots:

Concession	Lot
I	1
	2
	3
	S. 1 <sup>1</sup> / <sub>2</sub> 4
	S. 1 <sup>1</sup> / <sub>2</sub> 5
	S. 1 <sup>1</sup> / <sub>2</sub> 6
	S. 1 <sup>1</sup> / <sub>2</sub> 7
	S. 1 <sup>1</sup> / <sub>2</sub> 8
	S. 1 <sup>1</sup> / <sub>2</sub> 9
II	S. 1 <sup>1</sup> / <sub>2</sub> 1
	S. 1 <sup>1</sup> / <sub>2</sub> 2
	S. 1 <sup>1</sup> / <sub>2</sub> 3

8. In the Township of Uxbridge, and being composed of the following lots and parts of lots:

Concession	Lot
VII	E. 1 <sup>1</sup> / <sub>2</sub> of E. 1 <sup>1</sup> / <sub>2</sub> 5

9. Those parts of the City of Oshawa being composed of:

i. The following lots and parts of lots:

Concession	Lot
I	S. $\frac{1}{2}$ 1
	S. $\frac{1}{2}$ 2
II	16
III	S. $\frac{1}{2}$ 15
	16
	N. $\frac{1}{2}$ 17

- ii. That part bounded on the north by the City Limits, on the east by the City Limits, on the south by Taunton Road, on the west by Stevenson Road North.
- iii. That part enclosed within the following irregular boundaries; commencing at the northeast angle being the intersection of Taunton Road East and the City Limits, thence southerly and easterly along the City Limits to Townline Road North, thence southerly along Townline Road North to King Street East, thence westerly along King Street East to Wilson Road North, thence northerly along Wilson Road North to Colborne Street East, thence westerly along Colborne Street East to Central Park Blvd. North, thence northerly along Central Park Blvd. North to Holcan Avenue, thence westerly and northerly along Holcan Avenue to Hillcroft Street, thence westerly along Hillcroft Street to Oshawa Blvd. North, thence northerly along Oshawa Blvd. North to Darcy Street, thence westerly along Darcy Street to Grierson Street, thence northerly along Grierson Street to Robert Street, thence westerly along Robert Street to Simcoe Street North, thence northerly along Simcoe Street North to Taunton Road East, thence easterly along Taunton Road East to the point of commencement.
- iv. That part bounded on the north by King Street East, on the east by Lorindale Drive and northerly and southerly projections of Lorindale Drive from King Street East to Olive Avenue, and on the south and west by an irregular boundary running westerly along Olive Avenue to Harmony Road South, thence northerly along Harmony Road South to Taylor Avenue, thence westerly along Taylor Avenue to Farewell Avenue, thence northerly along Farewell Avenue to King Street East.

- v. That part bounded on the north by Olive Avenue, on the east by Grandview Street South, on the south by Bloor Street East, and on the west by Harmony Road South.
- vi. That part bounded on the north by Tennyson Avenue and a line projected westerly from Tennyson Avenue to Wilson Road South, on the east by Harmony Road South, on the south by Bloor Street East, and on the west by Wilson Road South.
- vii. That part bounded on the north by Bloor Street East, on the east by the Canadian Pacific Railway easement and Townline Road South, on the south by Lake Ontario, and on the west by Farewell Street and a line projected southerly from Farewell Street to Lake Ontario.
- viii. That part enclosed within the following irregular boundaries; commencing at the northeast angle being the intersection of Bloor Street East and Wilson Road South, thence southerly along Wilson Road South to Raleigh Avenue, thence easterly along Raleigh Avenue to Farewell Street, thence southerly along Farewell Street and a line projected southerly to Lake Ontario, thence southwesterly along the shore of Lake Ontario to Henry Street, thence northerly along Henry Street to Simcoe Street South, thence northwesterly along Simcoe Street South to Nelson Street, thence northerly along Nelson Street to Conant Street, thence westerly along Conant Street to Ritson Road South, thence northerly along Ritson Road South to Bloor Street East, thence easterly along Bloor Street East to the point of commencement.
- ix. That part enclosed within the following irregular boundaries; commencing at the northeast angle being the intersection of the Canadian Pacific Railway easement and Simcoe Street South, thence southerly and southeasterly along Simcoe Street South to Wentworth Street, thence southwesterly along Wentworth Street to Ravine Street, thence southeasterly and southerly along Ravine Street to Southlawn Avenue, thence easterly along Southlawn Avenue to Cloverdale Street, thence southerly along Cloverdale Street to Willowbank Court, thence northeasterly along Willowbank Court to Kawartha Street, thence easterly along Kawartha Street to Simcoe Street South, thence southeasterly along Simcoe Street South to Henry Street, thence southerly along Henry Street to Lakeview Park Avenue, thence westerly along Lakeview Park Avenue to Ritson Road South, thence northerly along Ritson Road South to Valley Drive, thence northwesterly along Valley Drive to Thomas Street, thence

westerly along Thomas Street to Cedar Street, thence northerly along Cedar Street to Wentworth Street, thence westerly along Wentworth Street to Glen Street, thence northerly along Glen Street to Malaga Road, thence westerly along Malaga Road to Oxford Street, thence northerly along Oxford Street to Mill Street, thence westerly along Mill Street to Cubert Street, thence northerly along Cubert Street to the Canadian Pacific Railway easement, thence easterly along the Canadian Pacific Railway easement to the point of commencement.

- x. That part bounded on the north by Gibb Street, on the east by Centre Street, on the south by the Canadian Pacific Railway easement, on the east by Durham Street and along a line projected southerly from Durham Street to the Canadian Pacific Railway easement.
- xi. That part bounded on the north by King Street West, on the east by Stevenson Road South, on the south by Gibb Street and on the west by Waverly Street.
- xii. That part enclosed within the following irregular boundaries; commencing at the northeast angle being the intersection of Taunton Road West and a line projected northerly from Mohawk Street southerly along this line and Mohawk Street to Switzer Drive, thence on a line projected southerly from Mohawk Street and Switzer Drive to Glenwood Crescent and Bessborough Drive, thence southerly along Bessborough Drive to Rossland Road West, thence southerly along a line projected from Bessborough Drive and Rossland Road West to Grooms Avenue, thence southerly along Grooms Avenue to Adelaide Avenue West, thence southerly along Kaiser Crescent and McMillan Drive to King

Street West, thence easterly along King Street West to Centre Street, thence southerly along Centre Street to Gibb Street, thence westerly along Gibb Street to Nassau Street, thence northerly along Nassau Street to King Street West, thence easterly along King Street West to Arena Street, thence northerly along Arena Street to Adelaide Avenue West, thence westerly along Adelaide Avenue West to Park Road North, thence northerly along Park Road North and Nipigon Street to Rossland Road West, thence easterly along Rossland Road West to Glenmanor Drive, thence northerly along Glenmanor Drive and a line projected northerly from the end of Glenmanor Drive to the southern boundary of the North Half of Lot 13, Concession III, thence westerly along the southern boundary of the North Half of Lot 13, Concession III, thence northerly along the lot line between lots 13 and 14, Concession III to Taunton Road West, thence easterly along Taunton Road West to the point of commencement.

- xiii. That part bounded on the north by Rossland Road West, on the east by Thornton Road, on the south by Champlain Avenue and on the west by the city limits,

as shown on maps filed in the office of the Registrar of Regulations at Toronto as Nos. 1339 and 1340.

- xiv. That part bounded on the east by Ritson Road South, on the north by the westerly extension of Lakeview Park Avenue to Cedar Street, on the west by Cedar Street and its southerly extension to Lake Ontario and on the south by Lake Ontario,

as shown on a map filed in the office of the Registrar of Regulations at Toronto as No. 1623. O. Reg. 824/73, Sched.



REGULATION 162

under the Conservation Authorities Act

FILL, CONSTRUCTION AND ALTERATION  
TO WATERWAYS—CREDIT VALLEY

INTERPRETATION

1. In this Regulation,
- (a) "Authority" means The Credit Valley Conservation Authority;
  - (b) "building or structure" means a building or structure of any kind;
  - (c) "fill" means earth, sand, gravel, rubble, rubbish, garbage or any other material whether similar to or different from any of the aforementioned materials, used or capable of being used to raise, lower or in any way affect the contours of the ground;
  - (d) "fill line" means any line designated as such on the maps referred to in the Schedules;
  - (e) "river", "lake", "creek", "stream" or "watercourse" means any river, lake, creek, stream or watercourse under the jurisdiction of the Authority; and
  - (f) "regional storm" means a storm producing in a forty-eight hour period, in a drainage area of,
    - (i) ten square miles or less, a rainfall that has the distribution set out in Table 1, or
    - (ii) more than ten square miles, a rainfall such that the number of inches of rain referred to in each case in Table 1 shall be modified by the percentage amount shown in Column 2 of Table 2 opposite the size of the drainage area set out opposite thereto in Column 1 of Table 2.

TABLE 1

2.90 inches of rain in the first 36 hours
0.25 inches of rain in the 37th hour
0.17 inches of rain in the 38th hour
0.25 inches of rain in the 39th hour

0.50 inches of rain in the 40th hour
0.66 inches of rain in the 41st hour
0.50 inches of rain in the 42nd hour
0.91 inches of rain in the 43rd hour
0.50 inches of rain in the 44th hour
0.50 inches of rain in the 45th hour
2.08 inches of rain in the 46th hour
1.49 inches of rain in the 47th hour
0.50 inches of rain in the 48th hour

TABLE 2

COLUMN 1	COLUMN 2
Drainage Area (square miles)	Percentage
11 to 17 both inclusive	99.2
18 to 25 both inclusive	98.2
26 to 35 both inclusive	97.1
36 to 45 both inclusive	96.3
46 to 55 both inclusive	95.4
56 to 65 both inclusive	94.8
66 to 75 both inclusive	94.2
76 to 85 both inclusive	93.5
86 to 95 both inclusive	92.7
96 to 105 both inclusive	92.0
106 to 175 both inclusive	89.4
176 to 225 both inclusive	86.7

COLUMN 1	COLUMN 2
Drainage Area (square miles)	Percentage
226 to 275 both inclusive	84.0
276 to 325 both inclusive	82.4
326 to 375 both inclusive	80.8
376 to 450 both inclusive	79.3
451 to 550 both inclusive	76.6
551 to 650 both inclusive	74.4
651 to 750 both inclusive	73.3
751 to 850 both inclusive	71.7
851 to 950 both inclusive	70.2
951 to 1050 both inclusive	69.0
1051 to 1750 both inclusive	64.4
1751 to 2250 both inclusive	61.4
2251 to 2750 both inclusive	58.9
2751 to 3000 both inclusive	57.4

O. Reg. 211/73, s. 1.

2. The areas described in the schedules are areas in which, in the opinion of the Authority the control of flooding or pollution or the conservation of land may be affected by the placing or dumping of fill. O. Reg. 211/73, s. 2.

3. Subject to section 4, no person shall,

- (a) construct any building or structure or permit any building or structure to be constructed in or on a pond or swamp or in any area susceptible to flooding during a regional storm;
- (b) place or dump fill of any kind or permit fill to be placed or dumped in the areas described in the schedules, whether such fill is already located in or upon such area or brought to or on such area from some other place or places; or
- (c) straighten, change, divert or interfere in any way with the existing channel of a

river, creek, stream or watercourse. O. Reg. 211/73, s. 3.

4. Subject to the *Ontario Water Resources Act* or to any private interest, the Authority may permit in writing the construction of any building or structure or the placing or dumping of fill or the straightening, changing, diverting or interfering with the existing channel of a river, creek, stream or watercourse to which section 3 applies if, in the opinion of the Authority, the site of the building or structure or the placing or dumping and the method of construction or placing or dumping or the straightening, changing, diverting or interfering with the existing channel will not affect the control of flooding or pollution or the conservation of land. O. Reg. 211/73, s. 4.

5. No person shall commence to construct any building or structure or dump or place fill or straighten, change, divert or interfere with the existing channel of a river, creek, stream or watercourse in any area to which section 3 applies before permission to do so has been obtained under section 4. O. Reg. 211/73, s. 5.

6.—(1) A signed application for permission to construct a building or structure shall be filed with the Manager/Secretary-Treasurer of the Authority and shall include,

- (a) four copies of a plan of the property showing the proposed location of the building or structure, its elevation and the proposed final grade plan;
- (b) four copies of a complete description of the type of building or structure to be constructed, including drainage details;
- (c) four copies of a statement of the dates between which the construction will be carried out; and
- (d) four copies of a statement of the proposed use of the building or structure following completion of the construction.

(2) A signed application for permission to place or dump fill shall be filed with the Manager/Secretary-Treasurer of the Authority and shall include,

- (a) four copies of a plan of the property on which the fill is to be placed, showing the proposed location of filling, the depth to which it is proposed to fill and the proposed final grade of the land when filling is completed;
- (b) four copies of a complete description of the type of fill proposed to be placed or dumped;

- (c) four copies of a statement of the dates between which the placing or dumping will be carried out; and
- (d) four copies of a statement of the proposed use of the land following completion of placing or dumping.

(3) A signed application for permission to straighten, change, divert or interfere in any way with the existing channel of a river, creek, stream or watercourse shall be filed with the Manager/Secretary-Treasurer of the Authority and shall include,

- (a) four copies of a plan on which shall be shown in plan view and cross section the details of such straightening, change, diversion or interference;
- (b) four copies of a description of the protective measures to be undertaken;
- (c) four copies of a statement of the dates between which the straightening, changing, diverting or interfering will be carried out; and
- (d) four copies of a statement of the purpose of the proposed work. O. Reg. 211/73, s. 6.

7. The Authority may, at any time, withdraw any permission given under this Regulation if, in the opinion of the Authority, the conditions of the permit are not complied with. O. Reg. 211/73, s. 7.

#### Schedule 1

All lands within the valley of the Credit River between Lake Ontario and the Credit Forks Station shown delineated by a broken heavy line on the Credit River flood plain plans 1 to 25 filed in the Regional Office of the Ministry of Natural Resources at Richmond Hill as Nos. CV1-1 to CV1-25, both inclusive. O. Reg. 398/79, s. 1, *part*.

#### Schedule 2

All lands within the valley of Silver Creek between the junction with the Credit River at Norval and Number 22 Sideroad shown delineated by a broken heavy line on Silver Creek flood plain plans 1 to 5 filed in the Regional Office of the Ministry of Natural Resources at Richmond Hill as Nos. CV2-1 to CV2-5, both inclusive. O. Reg. 398/79, s. 1, *part*.

#### Schedule 3

All lands within the valley of Fletchers Creek in The Regional Municipality of Peel from the confluence with the Credit River in the City of Mississauga to the 15th Sideroad in the City of Brampton as shown delineated

by a broken heavy line on the Fletchers Creek flood plain plans 1 to 11 filed in the Regional Office of the Ministry of Natural Resources at Richmond Hill as Nos. CV3-1 to CV3-11, both inclusive. O. Reg. 398/79, s. 1, *part*.

#### Schedule 4

All lands within the valley of Cooksville Creek between Lake Ontario and Highway 401 within The Regional Municipality of Peel as shown delineated by a solid heavy line on plans 1 to 9 filed in the Regional Office of the Ministry of Natural Resources at Richmond Hill as Nos. CV4-1 to CV4-9, both inclusive. O. Reg. 398/79, s. 1, *part*.

#### Schedule 5

All lands within the valley of Silver Creek within lots 25, 26 and 27, Concession VIII, lots 25, 26, 27, 28 and 29, Concession IX and lots 27, 28 and 29, Concession X, in the Township of Esquesing, as it existed on the 31st day of December, 1973, shown on plans 1 and 2 filed in the Regional Office of the Ministry of Natural Resources at Richmond Hill as Nos. CV5-1 and CV5-2. O. Reg. 398/79, s. 1, *part*.

#### Schedule 6

All lands within a portion of the City of Mississauga Waterfront Area between the line marking the south-westerly limit of the former Town of Port Credit and Clarkson Road South and bounded on the northwest by Lakeshore Road West being King's Highway No. 2, shown delineated by a solid heavy line on plans 1 and 2 filed in the Regional Office of the Ministry of Natural Resources at Richmond Hill as Nos. CV6-1 and CV6-2. O. Reg. 398/79, s. 1, *part*.

#### Schedule 7

All lands within the valley of the water-course between the Queen Elizabeth Way and Mineola Road shown delineated by a solid heavy line on the contour plan filed in the Regional Office of the Ministry of Natural Resources at Richmond Hill as No. CV7-1. O. Reg. 398/79, s. 1, *part*.

#### Schedule 8

All lands within the valley of the water-course between the Credit River Valley and a point upstream from Creditview Road shown delineated by a solid heavy line on the contour plan filed in the Regional Office of the Ministry of Natural Resources at Richmond Hill as No. CV8-1. O. Reg. 398/79, s. 1, *part*.

#### Schedule 9

All lands within the valley of the Credit River between the Credit Forks Station and the Town Line dividing that part of the Town of Caledon that was formerly the Township of Caledon and the Town of

Orangeville, shown delineated by a broken heavy line on the Credit River Flood plain plans 1 to 12 filed in the Regional Office of the Ministry of Natural Resources at Richmond Hill as Nos. CV9-1 to CV9-12, both inclusive. O. Reg. 398/79, s. 1, *part*.

#### Schedule 10

All lands within the valley of the Credit River between the Town Line dividing that part of the Town of Caledon that was formerly the Township of Caledon and the Town of Orangeville and the Orangeville Reservoir, and the watercourse from King's Highway No. 9 along the Canadian Pacific Railway to the Credit River Valley, shown delineated by a broken heavy line on plans 1 and 2 filed in the Regional Office of the Ministry of Natural Resources at Richmond Hill as No. CV10-1 and CV10-2. O. Reg. 398/79, s. 1, *part*.

#### Schedule 11

All lands within the valley of the West Branch of the Credit River from the Credit River in The Regional Municipality of Peel into the Township of Erin as shown delineated by a solid heavy line on plans 1 to 13 filed in the Regional Office of the Ministry of Natural Resources at Richmond Hill as Nos. CV11-1 to CV11-13, both inclusive. O. Reg. 398/79, s. 1, *part*.

#### Schedule 12

All lands within the valley of the East Branch of the Credit River from the Credit River within the Town of Caledon as shown delineated by a solid heavy line on plans 1 to 6 filed in the Regional Office of the Ministry of Natural Resources at Richmond Hill as Nos. CV12-1 to CV12-6, both inclusive. O. Reg. 398/79, s. 1, *part*.

#### Schedule 13

All lands within the valley of the Mullett Creek from the Credit River in the City of Mississauga to the 6th Line, West of Hurontario Street in the City of Brampton as shown delineated by a solid heavy line on

plans 1 to 13 filed in the Regional Office of the Ministry of Natural Resources at Richmond Hill as Nos. CV13-1 to CV13-13, both inclusive. O. Reg. 398/79, s. 1, *part*.

#### Schedule 14

All lands within the valley of the Levi Creek from the Credit River in the City of Mississauga in The Regional Municipality of Peel into the Town of Halton Hills in The Regional Municipality of Halton as shown delineated by a solid heavy line on plans 1 to 8 filed in the Regional Office of the Ministry of Natural Resources at Richmond Hill as Nos. CV14-1 to CV14-8, both inclusive. O. Reg. 398/79, s. 1, *part*.

#### Schedule 15

All lands within the valley of the Black Creek from the Credit River to the former Village of Acton all within the Town of Halton Hills in The Regional Municipality of Halton as shown delineated by a solid heavy line on plans 1 to 8 filed in the Regional Office of the Ministry of Natural Resources at Richmond Hill as Nos. CV15-1 to CV15-8, both inclusive. O. Reg. 398/79, s. 1, *part*.

#### Schedule 16

All lands within the valley of the Caledon Creek from the Credit River through the Town of Caledon in The Regional Municipality of Peel as shown delineated by a solid heavy line on plans 1 to 14 filed in the Regional Office of the Ministry of Natural Resources at Richmond Hill as Nos. CV16-1 to CV16-14, both inclusive. O. Reg. 398/79, s. 1, *part*.

#### Schedule 17

All lands within the valley of the Shaws Creek from the Credit River as shown delineated by a solid heavy line on plans 1 to 14 filed in the Regional Office of the Ministry of Natural Resources at Richmond Hill as Nos. CV17-1 to CV17-14, both inclusive. O. Reg. 398/79, s. 1, *part*.

REGULATION 163

under the Conservation Authorities Act

FILL, CONSTRUCTION AND ALTERATION  
TO WATERWAYS—GRAND RIVER

INTERPRETATION

1. In this Regulation,
- (a) "Authority" means the Grand River Conservation Authority;
  - (b) "building or structure" means a building or structure of any kind;
  - (c) "drainage area" means, for a point, the area which contributes runoff to that point;
  - (d) "fill" means earth, sand, gravel, rubble, rubbish, garbage or any other material whether similar to or different from any of the aforementioned materials, whether originating on the site or elsewhere, used or capable of being used to raise, lower or in any way affect the contours of the ground;
  - (e) "fill line" means any line designated as such on the maps referred to in the Schedules;
  - (f) "river", "lake", "creek", "stream" or "watercourse" means any river, lake, creek, stream or watercourse under the jurisdiction of the Authority;
  - (g) "regional storm" means a storm producing in a forty-eight hour period in a drainage area of,
    - (i) ten square miles or less, a rainfall that has the distribution set out in Table 1, or
    - (ii) more than ten square miles, a rainfall such that the number of inches of rain referred to in each case in Table 1 shall be modified by the percentage amount shown in Column 2 of Table 2 opposite the size of the drainage area set out opposite thereto in Column 1 of Table 2.

TABLE 1

2.90 inches of rain in the first 36 hours
0.25 inches of rain in the 37th hour
0.17 inches of rain in the 38th hour
0.25 inches of rain in the 39th hour
0.50 inches of rain in the 40th hour
0.66 inches of rain in the 41st hour
0.50 inches of rain in the 42nd hour
0.91 inches of rain in the 43rd hour
0.50 inches of rain in the 44th hour
0.50 inches of rain in the 45th hour
2.08 inches of rain in the 46th hour
1.49 inches of rain in the 47th hour
0.50 inches of rain in the 48th hour

TABLE 2

COLUMN 1	COLUMN 2
Drainage Area (square miles)	Percentage
11 to 17 both inclusive	99.2
18 to 25 both inclusive	98.2
26 to 35 both inclusive	97.1
36 to 45 both inclusive	96.3
46 to 55 both inclusive	95.4
56 to 65 both inclusive	94.8
66 to 75 both inclusive	94.2
76 to 85 both inclusive	93.5
86 to 95 both inclusive	92.7

COLUMN 1	COLUMN 2
Drainage Area (square miles)	Percentage
96 to 105 both inclusive	92.0
106 to 175 both inclusive	89.4
176 to 225 both inclusive	86.7
226 to 275 both inclusive	84.0
276 to 325 both inclusive	82.4
326 to 375 both inclusive	80.8
376 to 450 both inclusive	79.3
451 to 550 both inclusive	76.6
551 to 650 both inclusive	74.4
651 to 750 both inclusive	73.3
751 to 850 both inclusive	71.7
851 to 950 both inclusive	70.2
951 to 1050 both inclusive	69.0
1051 to 1750 both inclusive	64.4
1751 to 2250 both inclusive	61.4
2251 to 2750 both inclusive	58.9
2751 to 3000 both inclusive	57.4

O. Reg. 356/74, s. 1.

2. The areas described in the Schedules are areas in which, in the opinion of the Authority, the control of flooding or pollution or the conservation of land may be affected by the placing or dumping of fill. O. Reg. 356/74, s. 2.

3. Subject to section 4, no person shall,

- (a) construct any building or structure or permit any building or structure to be constructed in or on a pond or swamp or in any area susceptible to flooding during a regional storm;
- (b) place or dump fill or permit fill to be placed or dumped in the areas described in the Schedules whether such fill is already located in or upon such area, or brought to or on such area from some other place or places; or

(c) straighten, change, divert or interfere in any way with the existing channel of a river, creek, stream or watercourse. O. Reg. 356/74, s. 3.

4. Subject to the *Ontario Water Resources Act* or to any private interest, the Authority may permit in writing the construction of any building or structure or the placing or dumping of fill or the straightening, changing, diverting or interfering with the existing channel of a river, creek, stream or watercourse to which section 3 applies if, in the opinion of the Authority, the site of the building or structure or the placing or dumping and the method of construction or placing or dumping or the straightening, changing, diverting or interfering with the existing channel will not affect the control of flooding or pollution or the conservation of land. O. Reg. 356/74, s. 4.

5. No person shall commence to construct any building or structure or dump or place fill or straighten, change, divert or interfere with the existing channel of a river, creek, stream or watercourse in any area to which section 3 applies before permission to do so has been obtained under section 4. O. Reg. 356/74, s. 5.

6.—(1) A signed application for permission to construct a building or structure shall be filed with the Authority and shall include,

- (a) four copies of a plan of the property showing the proposed location of the building or structure, its elevation and the proposed final grade plan;
- (b) four copies of a complete description of the type of building or structure to be constructed, including drainage details;
- (c) four copies of a statement of the dates between which the construction will be carried out; and
- (d) four copies of a statement of the proposed use of the building or structure following completion of the construction.

(2) A signed application for permission to place or dump fill shall be filed with the Authority and shall include,

- (a) four copies of a plan of the property on which the fill is to be placed, showing the proposed location of filling, the depth to which it is proposed to fill and the proposed final grade of the land when filling is completed;
- (b) four copies of a complete description of the type of fill proposed to be placed or dumped;

- (c) four copies of a statement of the dates between which the placing or dumping will be carried out; and
- (d) four copies of a statement of the proposed use of the land following completion of placing or dumping.

(3) A signed application for permission to straighten, change, divert or interfere in any way with the existing channel of a river, creek, stream or watercourse, shall be filed with the Authority and shall include,

- (a) four copies of a plan on which shall be shown in plan view and cross section the details of such straightening, change, diversion or interference;
- (b) four copies of a description of the protective measures to be undertaken;
- (c) four copies of a statement of the dates between which the straightening, changing, diverting or interfering will be carried out; and
- (d) four copies of a statement of the purpose of the proposed work. O. Reg. 356/74, s. 6.

7. The Authority may, at any time, withdraw any permission given under this Regulation, if, in the opinion of the Authority, the conditions of the permit are not complied with. O. Reg. 356/74, s. 7.

#### Schedule 1

##### ROSEVILLE SOURCE AREA CEDAR CREEK BLAIR CREEK

That part of the watersheds of Blair and Cedar Creeks extending from the Township of North Dumfries, in The Regional Municipality of Waterloo, formerly Main Street in the Village of Ayr, in the Township of North Dumfries, in the County of Waterloo, to Main Street in that part of the City of Cambridge, in The Regional Municipality of Waterloo that was formerly the Town of Preston and formerly the community known as the Village of Blair, in the Township of Waterloo, in the County of Waterloo and including,

- (a) lots 29, 30, 31, 32, 33 and 34 in Concession VIII, in the Township of North Dumfries, in The Regional Municipality of Waterloo, formerly in the County of Waterloo;
- (b) part of lots 26, 27, 28, 29, 30 and 31 in Concession IX, in the Township of North Dumfries, in The Regional Municipality

of Waterloo, formerly in the County of Waterloo;

- (c) part of lots 26, 27, 28, 29, 30 and 31 in Concession X, in the Township of North Dumfries, in The Regional Municipality of Waterloo, formerly in the County of Waterloo;
- (d) part of lots 25, 26, 27 and 28 in Concession XI, in the Township of North Dumfries, in The Regional Municipality of Waterloo, formerly in the County of Waterloo;
- (e) part of lots 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34 and 35 in Concession XII, in the Township of North Dumfries, in The Regional Municipality of Waterloo, formerly in the County of Waterloo;
- (f) part of the City of Kitchener, in The Regional Municipality of Waterloo, formerly part of lots 1 and 2, in Beasley's New Survey, in the Township of Waterloo, in the County of Waterloo;
- (g) part of the City of Cambridge, in The Regional Municipality of Waterloo, formerly part of lots 3, 4, 5, 6 and 7 in Beasley's Old Survey, in the Town of Preston, formerly the community known as the Village of Blair, in the Township of Waterloo, in the County of Waterloo; and
- (h) part of the City of Kitchener, in The Regional Municipality of Waterloo, formerly part of lots 7 and 8, in Beasley's Old Survey, in the Township of Waterloo, in the County of Waterloo,

as shown delineated by the fill line and coloured yellow on maps filed in the office of the Registrar of Regulations at Toronto as Nos. 1180 to 1186, both inclusive. O. Reg. 356/74, Sched. 1.

#### Schedule 2

##### OAKLAND SOURCE AREA McKENZIE CREEK

That part of the watersheds of Oakland Swamp and McKenzie Creek extending from the Mount Vernon Station in the Township of Brantford to the junction of McKenzie Creek and the line dividing Oakland and Townsend Townships, all within the County of Brant, and including,

- (a) part of lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 in Concession I, in the Township of Oakland, in the County of Brant;

- (b) part of lots 1, 2, 3, 8 and 9 in Concession II, in the Township of Oakland, in the County of Brant;
- (c) Lot 2 and part of lots 1 and 3 in Concession III, in the Township of Oakland, in the County of Brant;
- (d) Lot 2 and part of lots 1, 3, 4 and 5 in Concession IV, in the Township of Oakland, in the County of Brant;
- (e) lots 3, 4 and 5 and part of lots 1, 2 and 6 in Concession V, in the Township of Oakland, in the County of Brant;
- (f) Lot 3 and part of Lot 2 in Concession VI, in the Township of Oakland, in the County of Brant;
- (g) part of lots 3, 4, 5, 6, 7 and 8 in Concession V, in the Township of Brantford, in the County of Brant;
- (h) part of the blocks 1, 2, 3 and 4 in the Kerr Tract, in the Township of Brantford, in the County of Brant;
- (i) part of Block 5 in the Mair Tract, in the Township of Brantford, in the County of Brant;
- (j) part of the blocks 1, 2 and 3 in the Range West II of Mount Pleasant Road, in the Township of Brantford, in the County of Brant,

as shown delineated by the fill line and coloured yellow on maps filed in the office of the Registrar of Regulations at Toronto as Nos. 1209 to 1215, both inclusive. O. Reg. 356/74, Sched. 2.

### Schedule 3

#### GALT CREEK-MOFFATT CREEK

1. That part of the watershed of Galt Creek extending from Lot 1 in Concession I and Lot 8 in the Gore Concession, in the Township of Puslinch, in the County of Wellington, to the Franklin Street Bridge, in the City of Cambridge (Galt), in The Regional Municipality of Waterloo, and including,

- (a) part of lots 1, 2, 3 and 4 in Concession I, in the Township of Puslinch, in the County of Wellington;
- (b) part of lots 2, 3, 4, 5, 6, 7 and 8 in the Gore Concession, in the Township of Puslinch, in the County of Wellington;
- (c) part of the City of Cambridge (Galt), in The Regional Municipality of Waterloo,

formerly part of lots 1, 2, 3, 4, 5 and 6 in Concession XII, in the Township of North Dumfries, in the County of Waterloo; and

- (d) part of lots J and 1 in Concession X, in the Township of North Dumfries, in The Regional Municipality of Waterloo, formerly in the Township of Beverly, in the County of Wentworth,

as shown delineated by the fill line and coloured yellow on maps filed in the office of the Registrar of Regulations at Toronto as Nos. 1715 to 1720, both inclusive.

2. That part of the watershed of Moffatt Creek extending from lots 1 and 2 in Concession X, in the Township of North Dumfries, in The Regional Municipality of Waterloo, formerly in the Township of Beverly, in the County of Wentworth, to Christopher Drive in the City of Cambridge (Galt), in The Regional Municipality of Waterloo, and including,

- (a) part of lots 1 and 2 in Concession X, in the Township of North Dumfries, in The Regional Municipality of Waterloo, formerly in the Township of Beverly, in the County of Wentworth;
- (b) part of lots I, 1 and 2 in Concession IX, in the Township of North Dumfries, in The Regional Municipality of Waterloo, formerly in the Township of Beverly, in the County of Wentworth;
- (c) part of the City of Cambridge (Galt), in The Regional Municipality of Waterloo, formerly part of lots 1 and 2 in Concession XI, in the Township of North Dumfries, in the County of Waterloo; and
- (d) part of the City of Cambridge (Galt), in The Regional Municipality of Waterloo, formerly part of lots 1, 2, 3, 4 and 5 in Concession X, in the Township of North Dumfries, in the County of Waterloo,

as shown delineated by the fill line and coloured yellow on maps filed in the office of the Registrar of Regulations at Toronto as Nos. 1715 to 1720, both inclusive. O. Reg. 356/74, Sched. 3.

### Schedule 4

#### HOPEWELL CREEK—WEST BRANCH

That part of the watershed of the West Branch of Hopewell Creek, extending from Lot 5 in Concession II and Lot 3 in Concession III, in the Township of Woolwich, in The Regional Municipality of Waterloo, to its confluence with Hopewell Creek in the Township of Woolwich, in The Regional Municipality of Waterloo, formerly in the

Township of Waterloo, in the County of Waterloo, and including,

- (a) part of lots 5 and 6 in Concession II, in the Township of Woolwich, in The Regional Municipality of Waterloo;
- (b) part of Lot 3 in Concession III, in the Township of Woolwich, in The Regional Municipality of Waterloo;
- (c) part of lots 3, 5 and 11 in James Wilson's Tract, in the Township of Woolwich, in The Regional Municipality of Waterloo, formerly in the Township of Waterloo, in the County of Waterloo;
- (d) part of lots 67, 69, 70, 72, 73, 74, 75, 76, 78, 81, 82 and 107 in Beasley's Upper Block, in the Township of Woolwich, in The Regional Municipality of Waterloo, formerly in the Township of Waterloo, in the County of Waterloo;
- (e) part of the Small lots north of Horning's Tract, in the Township of Woolwich, in The Regional Municipality of Waterloo, formerly in the Township of Waterloo, in the County of Waterloo;
- (f) part of Peter Horning's Tract, in the Township of Woolwich, in The Regional Municipality of Waterloo, formerly in the Township of Waterloo, in the County of Waterloo; and
- (g) part of the Small lots south of Horning's Tract, in the Township of Woolwich, in The Regional Municipality of Waterloo, formerly the Township of Waterloo, in the County of Waterloo,

as shown delineated by the fill line and coloured yellow on maps filed in the office of the Registrar of Regulations at Toronto as Nos. 1721 to 1724, both inclusive. O. Reg. 356/74, Sched. 4.

#### Schedule 5

##### HANLON CREEK

That part of the watershed of Hanlon Creek extending from the west side of that part of the King's Highway known as No. 6 to its confluence with the Speed River, in the City of Guelph, in the County of Wellington, as shown delineated by the fill line and coloured yellow on maps filed in the office of the Registrar of Regulations at Toronto as Nos. 1725 to 1732, both inclusive. O. Reg. 356/74, Sched. 5.

#### Schedule 6

##### HOPEWELL CREEK

That part of the watershed of Hopewell Creek extending from Lot 17 in Concession III, south of Grand River, in the Township of Pilkington, in the County of Wellington to the confluence with the Grand River in the Township of Woolwich, in The Regional Municipality of Waterloo, formerly in the Township of Waterloo, in the County of Waterloo, and including,

- (a) part of lots 17 and 18 in Concession III south of Grand River, in the Township of Pilkington, in the County of Wellington;
- (b) part of Lot 18 in Concession IV south of Grand River, in the Township of Pilkington, in the County of Wellington;
- (c) part of Lot 18 in Concession V south of Grand River, in the Township of Pilkington, in the County of Wellington;
- (d) part of lots 21, 22 and 23 in Concession II in Division B, in the Township of Guelph, in the County of Wellington;
- (e) part of lots 21, 22 and 23 in Concession I in Division B, in the Township of Guelph, in the County of Wellington;
- (f) part of lots 18, 19, 20, 21, 22, 23, 24, 25 and 26 in Concession VI in Division D, in the Township of Guelph, in the County of Wellington;
- (g) part of the Small lots south of Horning's 20, 25, 26, 27, 28 and 29 in Concession V in Division D, in the Township of Guelph, in the County of Wellington;
- (h) part of lots 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 and 27 in Concession IV in Division D, in the Township of Guelph, in the County of Wellington;
- (i) part of lots 22, 23, 24, 25 and 26 in Concession III in Division D, in the Township of Guelph, in the County of Wellington;
- (j) part of lots 81, 82, 83, 98, 99, 100, 107, 108 and 114 in Beasley's Upper Block, in the Township of Woolwich, in The Regional Municipality of Waterloo, formerly in the Township of Waterloo, in the County of Waterloo;
- (k) part of Peter Horning's Tract, in the Township of Woolwich, in The Regional Municipality of Waterloo, formerly in the Township of Waterloo, in the County of Waterloo;

- (l) part of the Small lots in German Company Tract North of Horning's Tract, in the Township of Woolwich, in The Regional Municipality of Waterloo, formerly in the Township of Waterloo, in the County of Waterloo; and
- (m) part of the Small lots in German Company Tract South of Horning's Tract, in the Township of Woolwich, in The Regional Municipality of Waterloo, formerly in the Township of Waterloo, in the County of Waterloo,

as shown delineated by the fill line and coloured yellow on maps filed in the office of the Registrar of Regulations at Toronto as Nos. 1733 to 1738, both inclusive. O. Reg. 356/74, Sched. 6.

### Schedule 7

#### CLAIR CREEK

1. That part of the watershed of Clair Creek extending from Hallman Road in the City of Waterloo to its confluence with Laurel Creek at a point immediately south of the Westmount Road and University Avenue West intersection in the City of Waterloo, all within The Regional Municipality of Waterloo and as shown delineated by the fill line and coloured yellow on maps filed in the office of the Registrar of Regulations at Toronto as Nos. 1739 to 1741, both inclusive.

2. That part of the watershed of the southerly tributary of Clair Creek in the City of Waterloo, formerly Lot 33 in Beasley's Upper Block, in the Township of Waterloo, in the County of Waterloo to its confluence with Clair Creek in the City of Waterloo, all within The Regional Municipality of Waterloo, and including,

- (a) part of the City of Waterloo, in The Regional Municipality of Waterloo, formerly part of lots 30, 31, 32, 33, 41, 42 and 43 in Beasley's Upper Block, in the Township of Waterloo, in the County of Waterloo; and
- (b) part of the City of Waterloo, in The Regional Municipality of Waterloo,

as shown delineated by the fill line and coloured yellow on maps filed in the office of the Registrar of Regulations at Toronto as Nos. 1739 to 1741, both inclusive. O. Reg. 356/74, Sched. 7.

### Schedule 8

#### LAUREL CREEK

1. That part of the watershed of Laurel Creek extending from Paradise Lake, part of Lot 3 in Concession V of the East Section, in the Township

of Wellesley, in The Regional Municipality of Waterloo, to its confluence with the Grand River, in the City of Kitchener, in The Regional Municipality of Waterloo, formerly in the Village of Bridgeport, in the County of Waterloo and as shown delineated by the fill line and coloured yellow on maps filed in the office of the Registrar of Regulations at Toronto as Nos. 1742 to 1747, both inclusive.

2. That part of the watershed of the southerly tributary of Laurel Creek extending from Lot 2 in the Concession north of Erb Road, in the Township of Wilmot, in The Regional Municipality of Waterloo, to its confluence with Laurel Creek in the City of Waterloo, in The Regional Municipality of Waterloo, formerly in the Township of Waterloo, in the County of Waterloo and including,

- (a) part of Lot 2 in Concession VI of the East Section, in the Township of Wellesley, in The Regional Municipality of Waterloo;
- (b) part of lots 1, 2 and 3 in Concession V of the East Section, in the Township of Wellesley, in The Regional Municipality of Waterloo;
- (c) part of lots 1, 2 and 3 in Concession IV of the East Section, in the Township of Wellesley, in The Regional Municipality of Waterloo;
- (d) part of lots 1 and 2 in Concession III of the East Section, in the Township of Wellesley, in The Regional Municipality of Waterloo;
- (e) part of lots 1, 2, 3, 4 and 5 in Block A, in the Township of Wellesley, in The Regional Municipality of Waterloo;
- (f) part of lots 1, 2 and 3 in Concession III in Block B, in the Township of Wilmot, in The Regional Municipality of Waterloo;
- (g) part of lots 1, 2, 3 and 4 in Concession II in Block B, in the Township of Wilmot, in The Regional Municipality of Waterloo;
- (h) part of lots 1, 2, 3 and 4 in Concession I in Block B, in the Township of Wilmot, in The Regional Municipality of Waterloo;
- (i) part of lots 1, 2 and 3 in the Concession north of Erb Road, in the Township of Wilmot, in The Regional Municipality of Waterloo;
- (j) part of lots 26, 27 and 30, in the Township of Woolwich, in The Regional Municipality of Waterloo;
- (k) part of the City of Waterloo, in The Regional Municipality of Waterloo, form-

erly lots 45, 44, 43, 28, 29, 30, 27 and 26 in Beasley's Upper Block, in the Township of Waterloo, in the County of Waterloo;

(l) part of the City of Waterloo, in The Regional Municipality of Waterloo; and

(m) part of the City of Kitchener, in The Regional Municipality of Waterloo, formerly in the Village of Bridgeport, in the County of Waterloo,

as shown delineated by the fill line and coloured yellow on maps filed in the office of the Registrar of Regulations at Toronto as Nos. 1742 to 1747, both inclusive. O. Reg. 356/74, Sched. 8.

### Schedule 9

#### DEVIL'S CREEK

That part of the watershed of Devil's Creek extending from its point of origin at the Cedar Street and Kent Street intersection to its confluence with the Grand River in the City of Cambridge (Galt), all in The Regional Municipality of Waterloo, as shown delineated by the fill line and coloured yellow on a map filed in the office of the Registrar of Regulations at Toronto as No. 1748. O. Reg. 356/74, Sched. 9.

### Schedule 10

#### CHILLICO CREEK

That part of the watershed of Chillico Creek extending from Lot 19 in Concession I, in Division B, in the Township of Guelph, in the County of Wellington, to its confluence with the Speed River, in the City of Cambridge, in The Regional Municipality of Waterloo, formerly in the Town of Hespeler and in the Township of Waterloo, in the County of Waterloo, and including,

(a) part of lots 17, 18 and 19 in Concession I, in Division B, in the Township of Guelph, in the County of Wellington;

(b) part of the City of Guelph, in the County of Wellington;

(c) part of lots 6, 7, 8, 9, 10, 11, 12, 13, 16 and 17 in Concession II, in Division B, in the

Township of Guelph, in the County of Wellington;

(d) part of lots 5, 6, 7, 8, 9, 10, 12, 13, 14, 15 and 16 in Concession III, in Division B, in the Township of Guelph, in the County of Wellington;

(e) part of lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 in Concession IV, in Division B, in the Township of Guelph, in the County of Wellington;

(f) part of lots 2, 3, 4 and 5 in Concession V, in Division B, in the Township of Guelph, in the County of Wellington;

(g) part of lots 85, 86, 87, 88, 89, 92, 93, 94, 95, 96, 104 and 105 in Beasley's Upper Block, in the Township of Woolwich (Waterloo), in The Regional Municipality of Waterloo, formerly in the Township of Waterloo, in the County of Waterloo;

(h) part of lots 89, 90, 91, 101, 126, 127 and 128 in Beasley's Upper Block, in the City of Cambridge, in The Regional Municipality of Waterloo, formerly in the Township of Waterloo, in the County of Waterloo;

(i) part of Bricker Lot or Lot 1 in the Middle Block, in the City of Cambridge, in The Regional Municipality of Waterloo, formerly in the Township of Waterloo, in the County of Waterloo;

(j) part of Lot 13 in Concession I, in the City of Cambridge, in The Regional Municipality of Waterloo, formerly in the Township of Waterloo, in the County of Waterloo;

(k) part of lots 10, 11, 12 and 13 in Concession II, in the City of Cambridge, in The Regional Municipality of Waterloo, formerly in the Township of Waterloo, in the County of Waterloo; and

(l) part of the City of Cambridge, formerly the Town of Hespeler, in The Regional Municipality of Waterloo,

as shown delineated by the fill line and coloured yellow on maps filed in the office of the Registrar of Regulations at Toronto as Nos. 1866 to 1870, both inclusive. O. Reg. 133/75, s. 1.



REGULATION 164

under the Conservation Authorities Act

FILL, CONSTRUCTION AND ALTERATION  
TO WATERWAYS—HALTON REGION

1. In this Regulation,
- (a) "Authority" means The Halton Region Conservation Authority;
  - (b) "building or structure" means a building or structure of any kind;
  - (c) "fill" means earth, sand, gravel, rubble, rubbish, garbage or any other material whether similar to or different from any of the aforementioned materials, used or capable of being used to raise, lower or in any way affect the contours of the ground;
  - (d) "fill line" means any line designated as such on the maps referred to in the Schedules;
  - (e) "river", "lake", "creek", "stream" or "watercourse" means any river, lake, creek, stream or watercourse under the jurisdiction of the Authority;
  - (f) "regional storm" means a storm producing in a forty-eight hour period, in a drainage area of,
    - (i) ten square miles or less, a rainfall that has the distribution set out in Table 1, or
    - (ii) more than ten square miles, a rainfall such that the number of inches of rain referred to in each case in Table 1 shall be modified by the percentage amount shown in Column 2 of Table 2 opposite the size of the drainage area set out opposite there-to in Column 1 of Table 2.

TABLE 1

2.90 inches of rain in the first 36 hours
0.25 inches of rain in the 37th hour
0.17 inches of rain in the 38th hour
0.25 inches of rain in the 39th hour
0.50 inches of rain in the 40th hour

0.66 inches of rain in the 41st hour
0.50 inches of rain in the 42nd hour
0.91 inches of rain in the 43rd hour
0.50 inches of rain in the 44th hour
0.50 inches of rain in the 45th hour
2.08 inches of rain in the 46th hour
1.49 inches of rain in the 47th hour
0.50 inches of rain in the 48th hour

TABLE 2

COLUMN 1		COLUMN 2
Drainage Area (square miles)		Percentage
11 to	17 both inclusive	99.2
18 to	25 both inclusive	98.2
26 to	35 both inclusive	97.1
36 to	45 both inclusive	96.3
46 to	55 both inclusive	95.4
56 to	65 both inclusive	94.8
66 to	75 both inclusive	94.2
76 to	85 both inclusive	93.5
86 to	95 both inclusive	92.7
96 to	105 both inclusive	92.0
106 to	175 both inclusive	89.4
176 to	225 both inclusive	86.7
226 to	275 both inclusive	84.0
276 to	325 both inclusive	82.4
326 to	375 both inclusive	80.8
376 to	450 both inclusive	79.3

COLUMN 1	COLUMN 2
Drainage Area (square miles)	Percentage
451 to 550 both inclusive	76.6
551 to 650 both inclusive	74.4
651 to 750 both inclusive	73.3
751 to 850 both inclusive	71.7
851 to 950 both inclusive	70.2
951 to 1050 both inclusive	69.0
1051 to 1750 both inclusive	64.4
1751 to 2250 both inclusive	61.4
2251 to 2750 both inclusive	58.9
2751 to 3000 both inclusive	57.4

O. Reg. 272/72, s. 1.

2. The areas described in the Schedules are areas in which, in the opinion of the Authority, the control of flooding or pollution or the conservation of land may be affected by the placing or dumping of fill. O. Reg. 272/72, s. 2.

3. Subject to section 4, no person shall,

- (a) construct any building or structure or permit any building or structure to be constructed in or on a pond or swamp or in any area susceptible to flooding during a regional storm;
- (b) place or dump fill or permit fill to be placed or dumped in the areas described in the Schedules whether such fill is already located in or upon such area, or brought to or on such area from some other place or places; or
- (c) straighten, change, divert or interfere in any way with the existing channel of a river, creek, stream or watercourse. O. Reg. 272/72, s. 3.

4. Subject to the *Ontario Water Resources Act* or to any private interest, the Authority may permit in writing the construction of any building or structure or the placing or dumping of fill or the straightening, changing, diverting or interfering with the existing channel of a river, creek, stream or watercourse to which section 3 applies if, in the opinion of the Authority, the site of the building or structure or the placing or dumping and the method of construction or placing or dumping or the straightening, changing, diverting or interfering with the existing channel will

not affect the control of flooding or pollution or the conservation of land. O. Reg. 272/72, s. 4.

5. No person shall commence to construct any building or structure or dump or place fill or straighten, change, divert or interfere with the existing channel of a river, creek, stream or watercourse in any area to which section 3 applies before permission to do so has been obtained under section 4. O. Reg. 272/72, s. 5.

6.—(1) A signed application for permission to construct a building or structure shall be filed with the Authority and shall include,

- (a) four copies of a plan of the property showing the proposed location of the building or structure, its elevation and the proposed final grade plan;
- (b) four copies of a complete description of the type of building or structure to be constructed, including drainage details;
- (c) four copies of a statement of the dates between which the construction will be carried out; and
- (d) four copies of a statement of the proposed use of the building or structure following completion of the construction.

(2) A signed application for permission to place or dump fill shall be filed with the Authority and shall include,

- (a) four copies of a plan of the property on which the fill is to be placed, showing the proposed location of filling, the depth to which it is proposed to fill and the proposed final grade of the land when filling is completed;
- (b) four copies of a complete description of the type of fill proposed to be placed or dumped;
- (c) four copies of a statement of the dates between which the placing or dumping will be carried out; and
- (d) four copies of a statement of the proposed use of the land following completion of placing or dumping.

(3) A signed application for permission to straighten, change, divert or interfere in any way with the existing channel of a river, creek, stream or watercourse, shall be filed with the Authority and shall include,

- (a) four copies of a plan on which shall be shown in plan view and cross section the details of such straightening, change, diversion or interference;

- (b) four copies of a description of the protective measures to be undertaken;
- (c) four copies of a statement of the dates between which the straightening, changing, diverting or interfering will be carried out;
- (d) four copies of a statement of the purpose of the proposed work. O. Reg. 272/72, s. 6.

7. The Authority may, at any time, withdraw any permission given under this Regulation if, in the opinion of the Authority, the conditions of the permit are not complied with. O. Reg. 272/72, s. 7.

#### Schedule 1

That part of the watershed of the Sixteen Mile Creek, sometimes referred to as the Oakville Creek, extending northwesterly from Lake Ontario to the southeasterly limit of the King's Highway No. 5, and passing through,

- (a) the former Town of Oakville, as it existed on the 31st day of December, 1973, according to Registered Plan No. 41;
- (b) lots 14, 15 and 16 in Concession III, S.D.S.;
- (c) lots 16, 17, 18, 19 and 20 in Concession II, S.D.S.; and
- (d) lots 18, 19, 20, 21, 22 and 23 in Concession I, S.D.S.,

as shown delineated by the fill line coloured red on a map filed in the office of the Registrar of Regulations at Toronto as No. 1221. O. Reg. 272/72, Sched. 1.

#### Schedule 2

That part of the watershed of the Twelve Mile Creek sometimes referred to as the Bronte Creek, extending northerly from Lake Ontario to the easterly limit of the Extension of the Upper Middle Road in the former Town of Oakville, as it existed on the 31st day of December, 1973, and passing through,

- (a) lots 29, 30 and 31 in Concession Broken Front IV, in the former Town of Oakville;
- (b) lots 31 and 32 in Concession III, in the former Town of Oakville; and
- (c) lots 31, 32, 33 and 34 in Concession II, in the former Town of Oakville,

as shown delineated by the fill and construction line on maps filed in the office of the Registrar of Regulations at Toronto as Nos. 1496, 1497 and 1498. O. Reg. 272/72, Sched. 2.

#### Schedule 3

That part of the watershed of the Grindstone Creek extending northerly from Lake Ontario to the

easterly limit of Suburban Road No. 7 in the Township of Flamborough, formerly in the Village of Waterdown, and passing through,

- (a) part of Lot 29 in Concession I, in the former Township of West Flamborough, in the County of Wentworth, as it existed on the 31st day of December, 1973;
- (b) Concession Broken Front in the City of Burlington;
- (c) parts of lots 6, 7, 8, 9, 10, 11, 12 and 13 in Concession I, in the City of Burlington;
- (d) parts of lots 5, 6, 7, 8, 9, 10 and 11 in Concession II, in the City of Burlington;
- (e) parts of lots 4, 5, 6, 7, 8 and 9 in Concession III, in the former Township of East Flamborough, in the County of Wentworth, as it existed on the 31st day of December, 1973; and
- (f) part of lots 5 and 6 in Concession IV, in the former Township of East Flamborough, in the County of Wentworth, as it existed on the 31st day of December, 1973,

as shown delineated by the fill and construction line on maps filed in the office of the Registrar of Regulations at Toronto as Nos. 1499, 1500, 1501, 1502, 1503, 1504 and 1505. O. Reg. 272/72, Sched. 3.

#### Schedule 4

That part of the Sixteen Mile Creek and its tributaries within the municipal boundaries of the Town of Milton, and passing through,

- (a) Lot 15 in Concession I, N.S. in the Town of Milton;
- (b) lots 11, 12, 13, 14 and 15 in Concession II, N.S. in the Town of Milton;
- (c) lots 11, 12, 13, 14 and 15 in Concession III, N.S. in the Town of Milton;
- (d) lots 1 and 2 in Concession III in the Town of Milton (formerly in the Township of Esquesing);
- (e) the Town of Milton according to Registered Plans numbered 154, 355, 372, 375, 488, 516, 556 and 568;
- (f) the Town of Milton according to Teetzel's survey;
- (g) the Town of Milton according to Foster's survey,

as shown delineated by the fill line coloured red on maps filed in the office of the Registrar of Regulations at Toronto as Nos. 1514 to 1521, both inclusive. O. Reg. 534/72, s. 1, Sched. 4.



REGULATION 165

under the Conservation Authorities Act

FILL, CONSTRUCTION AND ALTERATION  
TO WATERWAYS—HAMILTON REGION

1. In this Regulation,

- (a) "Authority" means the Hamilton Region Conservation Authority;
- (b) "building or structure" means a building or structure of any kind;
- (c) "drainage area" means, for a point, the area which contributes runoff to that point;
- (d) "fill" means earth, sand, gravel, rubble, rubbish, garbage or any other material whether similar to or different from any of the aforementioned materials, whether originating on the site or elsewhere, used or capable of being used to raise, lower or in any way affect the contours of the ground;
- (e) "regional storm" means a storm producing in a forty-eight hour period, in a drainage area of,
  - (i) ten square miles or less, a rainfall that has the distribution set out in Table 1, or
  - (ii) more than ten square miles, a rainfall such that the number of inches of rain referred to in each case in Table 1 shall be modified by the percentage amount shown in Column 2 of Table 2 opposite the size of the drainage area set out opposite there-to in Column 1 of Table 2;
- (f) "river", "lake", "creek", "stream" or "watercourse" means any river, lake, creek, stream or watercourse under the jurisdiction of the Authority.

TABLE 1

2.90 inches of rain in the first 36 hours
0.25 inches of rain in the 37th hour
0.17 inches of rain in the 38th hour
0.25 inches of rain in the 39th hour
0.50 inches of rain in the 40th hour
0.66 inches of rain in the 41st hour
0.50 inches of rain in the 42nd hour

0.91 inches of rain in the 43rd hour
0.50 inches of rain in the 44th hour
0.50 inches of rain in the 45th hour
2.08 inches of rain in the 46th hour
1.49 inches of rain in the 47th hour
0.50 inches of rain in the 48th hour

TABLE 2

COLUMN 1	COLUMN 2
Drainage Area (square miles)	Percentage
0 to 10 both inclusive	100
11 to 17 both inclusive	99.2
18 to 25 both inclusive	98.2
26 to 35 both inclusive	97.1
36 to 45 both inclusive	96.3
46 to 55 both inclusive	95.4
56 to 65 both inclusive	94.8
66 to 75 both inclusive	94.2
76 to 85 both inclusive	93.5
86 to 95 both inclusive	92.7
96 to 105 both inclusive	92.0
106 to 175 both inclusive	89.4
176 to 225 both inclusive	86.7
226 to 275 both inclusive	84.0
276 to 325 both inclusive	82.4
326 to 375 both inclusive	80.8
376 to 450 both inclusive	79.3

COLUMN 1	COLUMN 2
Drainage Area (square miles)	Percentage
451 to 550 both inclusive	76.6
551 to 650 both inclusive	74.4
651 to 750 both inclusive	73.3
751 to 850 both inclusive	71.7
851 to 950 both inclusive	70.2
951 to 1050 both inclusive	69.0
1051 to 1750 both inclusive	64.4
1751 to 2250 both inclusive	61.4
2251 to 2750 both inclusive	58.9
2751 to 3000 both inclusive	57.4

O. Reg. 117/72, s. 1; O. Reg. 30/74, s. 1.

2. The areas described in the Schedules are areas in which, in the opinion of the Authority, the control of flooding or pollution or the conservation of land may be affected by the placing or dumping of fill. O. Reg. 56/69, s. 2.

3. Subject to section 4, no person shall,

- (a) construct any building or structure or permit any building or structure to be constructed in or on a pond or swamp or in any area susceptible to flooding during a regional storm;
- (b) place or dump fill or permit fill to be placed or dumped in the area described in the Schedules whether such fill is already located in or upon such area, or brought to or on such area from some other place or places; or
- (c) straighten, change, divert or interfere or permit the straightening, changing, diverting or interfering in any way of the existing channel of a river, creek, stream or watercourse. O. Reg. 30/74, s. 2.

4. Subject to the *Ontario Water Resources Act* or to any private interest, the Authority may permit in writing the construction of any building or structure or the placing or dumping of fill or the straightening, changing, diverting or inter-

fering with the existing channel of a river, creek, stream or watercourse to which section 3 applies if, in the opinion of the Authority, the site of the building or structure or the placing or dumping and the method of construction or placing or dumping or the straightening, changing, diverting or interfering with the existing channel will not affect the control of flooding or pollution or the conservation of land. O. Reg. 30/74, s. 3.

5. No person shall commence to construct any building or structure or dump or place fill or straighten, change, divert or interfere with the existing channel of a river, creek, stream or watercourse in any area to which section 3 applies before permission to do so has been obtained under section 4. O. Reg. 30/74, s. 4.

6.—(1) A signed application for permission to construct a building or structure shall be filed with the Authority and shall include,

- (a) four copies of a plan of the property showing the proposed location of the building or structure, its elevation and the proposed final grade plan;
- (b) four copies of a complete description of the type of building or structure to be constructed, including drainage details;
- (c) four copies of a statement of the dates between which the construction will be carried out; and
- (d) four copies of a statement of the proposed use of the building or structure following completion of the construction.

(2) A signed application for permission to place or dump fill shall be filed with the Authority and shall include,

- (a) four copies of a plan of the property on which the fill is to be placed, showing the proposed location of filling, the depth to which it is proposed to fill and the proposed final grade of the land when filling is completed;
- (b) four copies of a complete description of the type of fill proposed to be placed or dumped;
- (c) four copies of a statement of the dates between which the placing or dumping will be carried out; and
- (d) four copies of a statement of the proposed use of the land following completion of placing or dumping. R.R.O. 1970, Reg. 118, s. 6.

(3) A signed application for permission to straighten, change, divert or interfere in any

way with the existing channel of a river, creek, stream or watercourse shall be filed with the Authority and shall include,

- (a) four copies of a plan on which shall be shown in plan view and cross section the details of such straightening, change, diversion or interference;
- (b) four copies of a description of the protective measures to be undertaken;
- (c) four copies of a statement of the dates between which the straightening, changing, diverting or interfering will be carried out; and
- (d) four copies of a statement of the purpose of the proposed work. O. Reg. 30/74, s. 5.

7. The Authority may, at any time withdraw any permission given under section 4 if, in the opinion of the Authority, the representations contained in the application for the permission are not carried out. R.R.O. 1970, Reg. 118, s. 7.

8. Members of the staff of the Authority are appointed officers to enforce this Regulation. O. Reg. 30/74, s. 6.

#### Schedule 1

That part of the area under the jurisdiction of the Hamilton Region Conservation Authority comprising lands within the Town of Dundas, in The Regional Municipality of Hamilton-Wentworth, more specifically described as follows:

1. The valley containing Spencer Creek and its tributaries within the Town of Dundas.
2. The valley containing Borer's Creek and its tributaries within the Town of Dundas.
3. Certain sections of the Dundas Valley within the Town of Dundas.
4. Certain sections of the Niagara Escarpment along the north limit of the Town of Dundas.
5. Certain other areas within the Town of Dundas,

and being those areas as shown on maps filed in the office of the Registrar of Regulations at Toronto as Nos. 2258 to 2271, both inclusive. O. Reg. 494/78, s. 1, *part*.

#### Schedule 2

That part of the area under the jurisdiction of the Hamilton Region Conservation Authority comprising lands within the Town of Stoney Creek, in The Regional Municipality of Hamilton-Wentworth, more specifically described as follows:

1. The valleys containing Stoney Creek and Battlefield Creek and its tributaries within the Town of Stoney Creek.
2. The valleys containing several unnamed minor creeks and tributaries draining into Lake Ontario within the Town of Stoney Creek.
3. The valley containing Fifty Creek and its tributaries within the Town of Stoney Creek.
4. Certain sections of the Niagara Escarpment within the Town of Stoney Creek.
5. Certain other areas within the Town of Stoney Creek,

and being those areas as shown on maps filed in the office of the Registrar of Regulations at Toronto as Nos. 2272 to 2341, both inclusive. O. Reg. 494/78, s. 1, *part*.

#### Schedule 3

That part of the area under the jurisdiction of the Hamilton Region Conservation Authority comprising lands within the Town of Ancaster, in The Regional Municipality of Hamilton-Wentworth, more specifically described as follows:

1. The valley containing Sulphur Creek and its tributaries within the Town of Ancaster.
2. The valley containing Ancaster Creek and its tributaries within the Town of Ancaster.
3. The valley containing Spring Creek and its tributaries within the Town of Ancaster.
4. The valley containing Chedoke Creek and its tributaries within the Town of Ancaster.
5. Certain sections of the Niagara Escarpment within the Town of Ancaster.
6. Certain sections of the Dundas Valley within the Town of Ancaster.
7. Certain other areas within the Town of Ancaster,

and being those areas as shown on maps filed in the office of the Registrar of Regulations at Toronto as Nos. 2342 to 2367, both inclusive. O. Reg. 494/78, s. 1, *part*.

#### Schedule 4

That part of the area under the jurisdiction of the Hamilton Region Conservation Authority comprising lands within the City of Hamilton, more specifically described as follows:

1. The valley containing Sulphur Creek bordered on the north by Sulphur Creek which also forms the northwesterly boundary of the City of Hamilton.
2. The valley containing Redhill Creek and its minor tributaries within the City of Hamilton.
3. Certain sections of the Niagara Escarpment within the City of Hamilton,

and being those areas as shown on maps filed in the office of the Registrar of Regulations at Toronto as Nos. 876 to 901, both inclusive. R.R.O. 1970, Reg. 118, Sched. 4.

#### **Schedule 5**

That area of Hamilton Harbour included within the municipal boundary of the City of Hamilton. O. Reg. 117/72, s. 3, *part*.

#### **Schedule 6**

That part of the area under the jurisdiction of the Hamilton Region Conservation Authority comprising

lands within the Township of Flamborough, in The Regional Municipality of Hamilton-Wentworth, more specifically described as follows:

1. The valley containing Spencer Creek and its tributaries within the Township of Flamborough.
2. The valley containing Borer's Creek and its tributaries within the Township of Flamborough.
3. Certain sections of the Niagara Escarpment within the Township of Flamborough.
4. Certain sections of the Dundas Valley within the Township of Flamborough.
5. Certain sections of the Beverly Swamp within the Township of Flamborough.
6. Certain other areas within the Township of Flamborough,

and being those areas as shown on maps filed in the office of the Registrar of Regulations at Toronto as Nos. 2368 to 2467, both inclusive. O. Reg. 494/78, s. 2; O. Reg. 1006/78, s. 1.

REGULATION 166

under the Conservation Authorities Act

FILL, CONSTRUCTION AND ALTERATION  
TO WATERWAYS—KETTLE CREEK

INTERPRETATION

1. In this Regulation,
- (a) "Authority" means The Kettle Creek Conservation Authority;
  - (b) "building or structure" means a building or structure of any kind;
  - (c) "drainage area" means, for a point, the area which contributes runoff to that point;
  - (d) "fill" means earth, sand, gravel, rubble, rubbish, garbage or any other material whether similar to or different from any of the aforementioned materials, whether originating on the site or elsewhere, used or capable of being used to raise, lower or in any way affect the contours of the ground;
  - (e) "fill line" means any line designated as such on the maps referred to in the Schedules;
  - (f) "regional storm" means a storm producing in a forty-eight hour period in a drainage area of,
    - (i) ten square miles or less, a rainfall that has the distribution set out in Table 1, or
    - (ii) more than ten square miles, a rainfall such that the number of inches of rain referred to in each case in Table 1 shall be modified by the percentage amount shown in Column 2 of Table 1 opposite the size of the drainage area set out opposite there-to in Column 1 of Table 2.
  - (g) "river", "lake", "creek", "stream" or "watercourse" means any river, lake, creek, stream or watercourse under the jurisdiction of the Authority.

TABLE 1

2.90 inches of rain in the first 36 hours
0.25 inches of rain in the 37th hour
0.17 inches of rain in the 38th hour
0.25 inches of rain in the 39th hour
0.50 inches of rain in the 40th hour
0.66 inches of rain in the 41st hour
0.50 inches of rain in the 42nd hour
0.91 inches of rain in the 43rd hour
0.50 inches of rain in the 44th hour
0.50 inches of rain in the 45th hour
2.08 inches of rain in the 46th hour
1.49 inches of rain in the 47th hour
0.50 inches of rain in the 48th hour

TABLE 2

COLUMN 1	COLUMN 2
Drainage Area (square miles)	Percentage
11 to 17 both inclusive	99.2
18 to 25 both inclusive	98.2
26 to 35 both inclusive	97.1
36 to 45 both inclusive	96.3
46 to 55 both inclusive	95.4
56 to 65 both inclusive	94.8
66 to 75 both inclusive	94.2
76 to 85 both inclusive	93.5
86 to 95 both inclusive	92.7
96 to 105 both inclusive	92.0
106 to 175 both inclusive	89.4
176 to 225 both inclusive	86.7
226 to 275 both inclusive	84.0
276 to 325 both inclusive	82.4
326 to 375 both inclusive	80.8
376 to 450 both inclusive	79.3
451 to 550 both inclusive	76.6
551 to 650 both inclusive	74.4
651 to 750 both inclusive	73.3
751 to 850 both inclusive	71.7
851 to 950 both inclusive	70.2
951 to 1050 both inclusive	69.0
1051 to 1750 both inclusive	64.4
1751 to 2250 both inclusive	61.4
2251 to 2750 both inclusive	58.9
2751 to 3000 both inclusive	57.4

2. The areas described in the Schedules are areas in which, in the opinion of the Authority, the control of flooding or pollution or the conservation of land may be affected by the placing or dumping of fill. O. Reg. 783/74, s. 2.

3. Subject to section 4, no person shall,

- (a) construct any building or structure or permit any building or structure to be constructed in or on a pond or swamp or in any area susceptible to flooding during a regional storm;
- (b) place or dump fill or permit fill to be placed or dumped in the areas described in the Schedules whether such fill is already located in or upon such area, or brought to or on such area from some other place or places; or
- (c) straighten, change, divert or interfere in any way with the existing channel of a river, creek, stream or watercourse. O. Reg. 783/74, s. 3.

4. Subject to the *Ontario Water Resources Act* or to any private interest, the Authority may permit in writing the construction of any building or structure or the placing or dumping of fill or the straightening, changing, diverting or interfering with the existing channel of a river, creek, stream or watercourse to which section 3 applies if, in the opinion of the Authority, the site of the building or structure or the placing or dumping and the method of construction or placing or dumping or the straightening, changing, diverting or interfering with the existing channel will not affect the control of flooding or pollution or the conservation of the land. O. Reg. 783/74, s. 4.

5. No person shall commence to construct any building or structure or dump or place fill or straighten, change, divert or interfere with the existing channel of a river, creek, stream or watercourse in any area to which section 3 applies before permission to do so has been obtained under section 4. O. Reg. 783/74, s. 5.

6.—(1) A signed application for permission to construct a building or structure shall be filed with the Authority and shall include,

- (a) four copies of a plan of the property showing the proposed location of the building or structure, its elevation and the proposed final grade plan;
- (b) four copies of a complete description of the type of building or structure to be constructed, including drainage details;

(c) four copies of a statement of the dates between which the construction will be carried out; and

(d) four copies of a statement of the proposed use of the building or structure following completion of the construction.

(2) A signed application for permission to place or dump fill shall be filed with the Authority and shall include,

(a) four copies of a plan of the property on which the fill is to be placed, showing the proposed location of filling, the depth to which it is proposed to fill and the proposed final grade of the land when filling is completed;

(b) four copies of a complete description of the type of fill proposed to be placed or dumped;

(c) four copies of a statement of the dates between which the placing or dumping will be carried out; and

(d) four copies of a statement of the proposed use of the land following completion of placing or dumping.

(3) A signed application for permission to straighten, change, divert or interfere in any way with the existing channel of a river, creek, stream or watercourse, shall be filed with the Authority and shall include,

(a) four copies of a plan on which shall be shown in plan view and cross section the details of such straightening, change, diversion or interference;

(b) four copies of a description of the protective measures to be undertaken;

(c) four copies of a statement of the dates between which the straightening, changing, diverting or interfering will be carried out; and

(d) four copies of a statement of the purpose of the proposed work. O. Reg. 783/74, s. 6.

7. The Authority may, at any time, withdraw any permission given under this Regulation, if, in the opinion of the Authority, the conditions of the permit are not complied with. O. Reg. 783/74, s. 7.

8. Members of the staff of the Authority are appointed officers to enforce this Regulation. O. Reg. 783/74, s. 8.

### Schedule 1

That portion of the area under the jurisdiction of the Authority comprising lands within the eastern portion of the Township of Southwold in the County of Elgin and being those areas shown shaded on maps filed in the office of the Registrar of Regulations at Toronto as Nos. 1224 to 1228, both inclusive. O. Reg. 783/74, Sched. 1.

### Schedule 2

That part of the watershed of Kettle Creek comprising lands within the City of St. Thomas in the County of Elgin, more specifically described as follows:

1. That part of the valley containing the Kettle Creek and its tributaries bordered on the west by the Kettle Creek which also forms the westerly boundary of the City of St. Thomas between the westerly projection of the centre line of Elm Street and the westerly boundary of Lot 4 of Range 1 south of Edgeware Road.

2. The valley lying north of South Edgeware Road and containing the Kettle Creek and its minor tributaries within the City of St. Thomas and being those areas shown shaded on maps filed in the office of the Registrar of Regulations at Toronto as Nos. 1229 to 1236, both inclusive. O. Reg. 783/74, Sched. 2.

### Schedule 3

That portion of the area under the jurisdiction of the Authority comprising lands within the western portion

of the Township of Yarmouth in the County of Elgin and being those areas shown shaded on maps filed in the office of the Registrar of Regulations at Toronto as Nos. 1237 to 1249, both inclusive. O. Reg. 783/74, Sched. 3.

### Schedule 4

That part of the Kettle Creek and its tributaries comprising lands more specifically described as follows:

That portion of the area under the jurisdiction of the Authority comprising lands within the Village of Belmont in the County of Elgin and portions of the townships of North Dorchester and Westminster in the County of Middlesex and being those areas shown within and outlined by the dotted lines on a map filed in the office of the Registrar of Regulations at Toronto as No. 1839. O. Reg. 783/74, Sched. 4.

### Schedule 5

That part of the Kettle Creek and its tributaries comprising lands more specifically described as follows:

That portion of the area under the jurisdiction of the Authority comprising lands within the Village of Port Stanley, the southeasterly portion of the Township of Southwold and parts of the Township of Yarmouth, in the County of Elgin, and being those areas shown outlined by the dotted line on maps filed in the office of the Registrar of Regulations at Toronto as Nos. 1840 and 1841, inclusive. O. Reg. 783/74, Sched. 5.



REGULATION 167

under the Conservation Authorities Act

FILL, CONSTRUCTION AND ALTERATION  
TO WATERWAYS—LAKEHEAD REGION

INTERPRETATION

1. In this Regulation,
- (a) "Authority" means The Lakehead Region Conservation Authority;
  - (b) "building or structure" means a building or structure of any kind;
  - (c) "fill" means earth, sand, gravel, rubble, rubbish, garbage, or any other material whether similar to or different from any of the aforementioned materials, used or capable of being used to raise, lower or in any way affect the contours of the ground;
  - (d) "fill line" means any line designated as such on the maps referred to in the schedules;
  - (e) "river", "lake", "creek", "stream" or "watercourse" means any river, lake, creek, stream or watercourse under the jurisdiction of the Authority;
  - (f) "regional storm" means,
    - (i) for the main channel of the Kaministiquia River, the rainfall, snowmelt, or the combination of rainfall and snowmelt, that would produce at the bridge on the King's Highway No. 61 a peak flow of 32,000 cubic feet per second,
    - (ii) for the main channel of the Pigeon River, the rainfall, snowmelt, or the combination of rainfall and snowmelt, that would produce at Middle Falls (latitude 48° 00' north, longitude 89° 37' west) a peak flow of 14,000 cubic feet per second, or
    - (iii) for rivers, streams and watercourses other than the main channel of the Kaministiquia River and the main channel of the Pigeon River, a storm producing in a twelve-hour period, on a drainage area of,
      - (A) ten square miles or less, a rainfall that has the distribution set out in Table 1, or
      - (B) more than ten square miles, a rainfall such that the num-

ber of inches of rain referred to in each case in Table 1 shall be modified by the percentage amount shown in Column 2 of Table 2 opposite the size of the drainage area set out opposite thereto in Column 1 of Table 2.

TABLE 1

0.6 inches of rain in the first hour
0.8 inches of rain in the second hour
0.4 inches of rain in the third hour
0.1 inches of rain in the fourth hour
0.2 inches of rain in the fifth hour
0.8 inches of rain in the sixth hour
1.7 inches of rain in the seventh hour
0.8 inches of rain in the eighth hour
0.9 inches of rain in the ninth hour
0.5 inches of rain in the tenth hour
0.5 inches of rain in the eleventh hour
0.3 inches of rain in the twelfth hour

TABLE 2

COLUMN 1	COLUMN 2
Drainage Area (square miles)	Percentage
11 to 20 both inclusive	97
21 to 30 both inclusive	94
31 to 40 both inclusive	90
41 to 60 both inclusive	87
61 to 80 both inclusive	84
81 to 100 both inclusive	82

COLUMN 1	COLUMN 2
Drainage Area (square miles)	Percentage
101 to 150 both inclusive	79
151 to 200 both inclusive	76
201 to 300 both inclusive	74
301 to 400 both inclusive	70
401 to 500 both inclusive	68
501 to 600 both inclusive	66
601 to 700 both inclusive	65
701 to 800 both inclusive	65
801 to 900 both inclusive	63
901 to 1000 both inclusive	62

O. Reg. 515/73, s. 1.

2. The areas described in the Schedules are areas in which, in the opinion of the Authority, the control of flooding or pollution or the conservation of land may be affected by the placing or dumping of fill. O. Reg. 515/73, s. 2.

3. Subject to section 4, no person shall,

- (a) construct any building or structure or permit any building or structure to be constructed in or on a pond or swamp or in any area susceptible to flooding during a regional storm;
- (b) place or dump fill or permit fill to be placed or dumped in the areas described in the Schedules whether such fill is already located in or upon such area, or brought to or on such area from some other place or places; or
- (c) straighten, change, divert or interfere in any way with the existing channel of a river, creek, stream or watercourse. O. Reg. 515/73, s. 3.

4. Subject to the *Ontario Water Resources Act* or to any private interest, the Authority may permit in writing the construction of any building or structure or the placing or dumping of fill or the straightening, changing, diverting or interfering with the existing channel of a river, creek, stream or watercourse to which section 3 applies, if, in the opinion of the Authority, the site of the building or structure or the placing or dumping and the method of construction or placing or dumping or the straightening, changing, diverting or interfering with the existing channel will not affect

the control of flooding or pollution or the conservation of land. O. Reg. 515/73, s. 4.

5. No person shall commence to construct any building or structure or dump or place fill or straighten, change, divert or interfere with the existing channel of a river, creek, stream or watercourse in any area to which section 3 applies before permission to do so has been obtained under section 4. O. Reg. 515/73, s. 5.

6.—(1) A signed application for permission to construct a building or structure shall be filed with the Authority and shall include,

- (a) four copies of a plan of the property showing the proposed location of the building or structure, its elevation and the proposed final grade plan;
- (b) four copies of a complete description of the type of building or structure to be constructed, including drainage details;
- (c) four copies of a statement of the dates between which the construction will be carried out; and
- (d) four copies of a statement of the proposed use of the building, or structure following completion of the construction.

(2) A signed application for permission to place or dump fill shall be filed with the Authority and shall include,

- (a) four copies of a plan of the property on which the fill is to be placed, showing the proposed location of filling, the depth to which it is proposed to fill and the proposed final grade of the land when filling is completed;
- (b) four copies of a complete description of the type of fill proposed to be placed or dumped;
- (c) four copies of a statement of the dates between which the placing or dumping will be carried out; and
- (d) four copies of a statement of the proposed use of the land following completion of placing or dumping.

(3) A signed application for permission to straighten, change, divert or interfere in any way with the existing channel of a river, creek, stream or watercourse, shall be filed with the Authority and shall include,

- (a) four copies of a plan on which shall be shown in plan view and cross section the details of such straightening, change, diversion or interference;

- (b) four copies of a description of the protective measures to be undertaken;
- (c) four copies of a statement of the dates between which the straightening, changing, diverting or interfering will be carried out; and
- (d) four copies of a statement of the purpose of the proposed work. O. Reg. 515/73, s. 6.

7. The Authority may, at any time, withdraw any permission given under this Regulation if, in the opinion of the Authority, the conditions of the permit are not complied with. O. Reg. 515/73, s. 7.

#### Schedule 1

That part of the watershed of McVicar's Creek, extending northwesterly in the City of Thunder Bay from Thunder Bay to a point 1,550 feet due north of the River Street Bridge, as shown delineated by the line designating fill and construction limits on a map filed in the office of the Registrar of Regulations at Toronto as No. 1571. O. Reg. 515/73, Sched. 1.

#### Schedule 2

That part of the watershed of McVicar's Creek, in the City of Thunder Bay, extending from a point 1,550 feet due north of the River Street Bridge to a point 620 feet due west of the Bruce Street Bridge, as shown delineated by the line designating fill and construction limits on a map filed in the office of the Registrar of Regulations at Toronto as No. 1572. O. Reg. 515/73, Sched. 2.

#### Schedule 3

That part of the watershed of McVicar's Creek, in the City of Thunder Bay, extending from a point 620 feet due west of the Bruce Street Bridge to Wardrobe Avenue, as shown delineated by the line designating fill and construction limits on a map filed in the office of the Registrar of Regulations at Toronto as No. 1573. O. Reg. 515/73, Sched. 3.

#### Schedule 4

That part of the watershed of the McIntyre River in the City of Thunder Bay from Thunder Bay (Lake

Superior) to a point where the northern boundary of the City of Thunder Bay crosses the McIntyre River, as shown delineated by the fill line designating fill and construction limits on maps M1 to M13, both inclusive, filed in the office of the Registrar of Regulations at Toronto as Nos. 1654 to 1666. O. Reg. 158/74, s. 1, *part.*

#### Schedule 5

That part of the watershed of the Neebing River, in the City of Thunder Bay from Thunder Bay to a point 4200 feet northeast of the point where Highway No. 130 crosses the Neebing River, as shown delineated by the fill line, designating fill and construction limits on maps N1 to N11, both inclusive, filed in the office of the Registrar of Regulations at Toronto as Nos. 1667 to 1677. O. Reg. 158/74, s. 1, *part.*

#### Schedule 6

That part of the watershed of the Neebing River, known as Pennock Creek in the Township of Paipoonge and City of Thunder Bay from a point 2600 feet east of the crossing of the Pennock Creek by the western boundary of the City of Thunder Bay to a point 2150 feet west of the Side Road No. 10 in the Township of Paipoonge as shown, delineated by the fill line designating fill and construction limits, on maps N12 to N15, both inclusive, filed in the office of the Registrar of Regulations at Toronto as Nos. 1678 to 1681. O. Reg. 158/74, s. 1, *part.*

#### Schedule 7

That part of the watershed of the Kaministiquia River in the City of Thunder Bay and the Township of Paipoonge, also including the channels of McKellar and Mission Rivers, from Thunder Bay to a point 2200 feet west of the unopened portion of the Side Road No. 10 south of the Kaministiquia River in the Township of Paipoonge, as shown delineated by the fill line designating fill and construction limits, on maps K1 to K22, both inclusive, filed in the office of the Registrar of Regulations at Toronto as Nos. 1682 to 1703. O. Reg. 158/74, s. 1, *part.*



## REGULATION 168

under the Conservation Authorities Act

### FILL, CONSTRUCTION AND ALTERATION TO WATERWAYS—LOWER THAMES VALLEY

#### 1. In this Regulation,

- (a) "Authority" means The Lower Thames Valley Conservation Authority;
- (b) "building or structure" means a building or structure of any kind;
- (c) "fill" means material of any kind used or capable of being used to raise, lower or in any way affect the contours of the ground;
- (d) "fill line" means any line designated as such on the maps referred to in the schedules;
- (e) "river", "lake", "creek", "stream", or "watercourse" means any river, lake, creek, stream or watercourse under the jurisdiction of the Authority. O. Reg. 37/71, s. 1.

2. The areas described in the Schedules are areas in which, in the opinion of the Authority, the control of flooding or pollution or the conservation of land may be affected by the placing or dumping of fill. O. Reg. 37/71, s. 2.

#### 3. Subject to section 4, no person shall,

- (a) construct any building or structure or permit any building or structure to be constructed in or on a pond or swamp or in any area below the high-water mark of a lake, river, creek or stream in or on the area under the jurisdiction of the Authority;
- (b) place or dump fill or permit fill to be placed or dumped in the areas described in the schedules; or
- (c) straighten, change, divert or interfere in any way with the existing channel of a river, creek, stream or watercourse. O. Reg. 37/71, s. 3.

4. Subject to the *Ontario Water Resources Act* or to any private interest, the Authority may permit in writing the construction of any building or structure or the placing or dumping of fill or the straightening, changing, diverting or interfering with the existing channel of a river, creek, stream or watercourse in any area to which section 3 applies if, in the opinion of the

Authority, the site of the building or structure or the placing or dumping and the method of construction or placing or dumping will not affect the control of flooding or pollution or the conservation of land.

O. Reg. 37/71, s. 4.

5. No person shall commence to construct any building or structure or dump or place fill or straighten, change, divert or interfere with the existing channel of a river, creek, stream or watercourse in any area to which section 3 applies before the permission required by section 4 has been obtained. O. Reg. 37/71, s. 5.

6.—(1) A signed application for permission to construct a building or structure shall be filed with the Authority and shall include,

- (a) four copies of a plan of the property showing the proposed location of the building or structure, its elevation and the proposed final grade plan;
- (b) four copies of a complete description of the type of building or structure to be constructed, including drainage details;

(c) four copies of a statement of the dates between which the construction will be carried out; and

(d) four copies of a statement of the proposed use of the building or structure following completion of the construction.

(2) A signed application for permission to place or dump fill shall be filed with the Authority and shall include,

(a) four copies of a plan of the property on which the fill is to be placed, showing the proposed location of filling, the depth to which it is proposed to fill and the proposed final grade of the land when filling is completed;

(b) four copies of a complete description of the type of fill proposed to be placed or dumped;

(c) four copies of a statement of the dates between which the placing or dumping will be carried out; and

(d) four copies of a statement of the proposed use of the land following completion of placing or dumping.

(3) A signed application for permission to straighten, change, divert or interfere in any way the existing channel of a river, creek, stream or watercourse shall be filed with the Authority and shall include,

- (a) four copies of a plan of the property and cross-sections showing the existing channel and the proposed channel, with proposed bank protection clearly indicated;
- (b) four copies of a complete description of the proposed bank protection; and
- (c) four copies of a statement of the dates between which the construction will be carried out. O. Reg. 37/71, s. 6.

7. The Authority may, at any time, withdraw any permission given under section 4 if, in the opinion of the Authority, the representations contained in the application for the permission are not carried out. O. Reg. 37/71, s. 7.

8. The executive committee of the Authority may appoint one or more officers for the purpose of enforcing any regulation made under section 28 of the Act. O. Reg. 37/71, s. 8.

#### Schedule 1

That land along the River Thames from the easterly limits of the City of Chatham in the County of Kent to the line between Lots 20 and 21 formerly the

Township of Dover and the production of that line to the south, and being those areas shown on defined area maps Nos. 1, 2 and 3 labelled Fill Regulations, Defined Area, Thames River, City of Chatham filed in the office of the Registrar of Regulations at Toronto as Nos. 918 to 920, both inclusive. O. Reg. 37/71, Sched. 1.

#### Schedule 2

That land along McGregor's Creek from its confluence with the Thames River to the southerly limits of the City of Chatham in the County of Kent, and being those areas shown on defined area maps Nos. 2, 4 and 5 labelled Fill Regulations, Defined Area, McGregor's Creek, City of Chatham filed in the office of the Registrar of Regulations at Toronto as Nos. 921 to 923, both inclusive. O. Reg. 37/71, Sched. 2.

#### Schedule 3

That land along the River Thames from the line between Lots 20 and 21, formerly the Township of Dover and the projection of that line to the south and the mouth of the River Thames at Lake St. Clair, through parts of the City of Chatham, the Township of Dover, the Township of Raleigh and the Township of Tilbury East in the County of Kent and the Township of Tilbury North in the County of Essex, and being those areas shown on defined area maps Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 filed in the office of the Registrar of Regulations at Toronto as Nos. 1283 to 1292, both inclusive. O. Reg. 37/71, Sched. 3.

REGULATION 169

under the Conservation Authorities Act

FILL, CONSTRUCTION AND ALTERATION  
TO WATERWAYS—MATTAGAMI REGION

INTERPRETATION

1. In this Regulation,

- (a) "Authority" means the Mattagami Region Conservation Authority;
- (b) "building" or "structure" means a building or structure of any kind;
- (c) "fill" means earth, sand, gravel, rubble, rubbish, garbage or any other material whether similar to or different from any of the aforementioned materials, whether originating on the site or elsewhere, used or capable of being used to raise, lower or in any way affect the contours of the ground;
- (d) "fill line" means any line designated as such on the maps referred to in the Schedules;
- (e) "regional storm" means,
  - (i) for the main channel of the Mattagami River, the rainfall, snowmelt or the combination of rainfall and snowmelt, that would produce at Sandy Falls a peak flow of 30,000 cubic feet per second,
  - (ii) for rivers, streams and watercourses, other than the main channel of the Mattagami River, a storm producing in a twelve hour period, on a drainage area of,
    - (A) ten square miles or less, a rainfall that has the distribution set out in Table 1, or
    - (B) more than ten square miles, a rainfall such that the number of inches of rain referred to in each case in Table 1 shall be modified by the percentage amount shown in Column 2 of Table 2 opposite the size of the drainage area set out opposite thereto in Column 1 of Table 2;
- (f) "river", "lake", "creek", "stream" or "watercourse" means any river, lake, creek,

stream or watercourse under the jurisdiction of the Authority.

TABLE 1

0.6 inches of rain in the first hour
0.8 inches of rain in the second hour
0.4 inches of rain in the third hour
0.1 inches of rain in the fourth hour
0.2 inches of rain in the fifth hour
0.8 inches of rain in the sixth hour
1.7 inches of rain in the seventh hour
0.8 inches of rain in the eighth hour
0.9 inches of rain in the ninth hour
0.5 inches of rain in the tenth hour
0.5 inches of rain in the eleventh hour
0.3 inches of rain in the twelfth hour

TABLE 2

Column 1	Column 2
Drainage Area (Sq. Miles)	Percentage
11 to 20 both inclusive	97
21 to 30 both inclusive	94
31 to 40 both inclusive	90
41 to 60 both inclusive	87
61 to 80 both inclusive	84
81 to 100 both inclusive	82
101 to 150 both inclusive	79
151 to 200 both inclusive	76

Column 1	Column 2
Drainage Area (Sq. Miles)	Percentage
201 to 300 both inclusive	74
301 to 400 both inclusive	70
401 to 500 both inclusive	68
501 to 600 both inclusive	66
601 to 700 both inclusive	65
701 to 800 both inclusive	64
801 to 900 both inclusive	63
901 to 1000 both inclusive	62

O. Reg. 813/74, s. 1.

2. The areas described in the Schedules are areas in which, in the opinion of the Authority, the control of flooding or pollution or the conservation of land may be affected by the placing or dumping of fill. O. Reg. 813/74, s. 2.

3. Subject to section 4, no person shall,

- (a) construct any building or structure or permit any building or structure to be constructed in or on a pond or swamp or in any area susceptible to flooding during a regional storm;
- (b) place or dump fill or permit fill to be placed or dumped in the areas described in the Schedules whether such fill is already located in or upon such area, or brought to or on such area from some other place or places; or
- (c) straighten, change, divert or interfere in any way with the existing channel of a river, creek, stream or watercourse. O. Reg. 813/74, s. 3.

4. Subject to the *Ontario Water Resources Act* or to any private interest, the Authority may permit in writing the construction of any building or structure or the placing or dumping of fill or the straightening, changing, diverting or interfering with the existing channel of a river, creek, stream or watercourse to which section 3 applies if, in the opinion of the Authority, the site of the building or structure or the placing or dumping and the method of construction or placing or dumping or the straightening, changing, diverting or interfering with the existing channel will not affect the control of flooding or pollution or the conservation of the land. O. Reg. 813/74, s. 4.

5. No person shall commence to construct any building or structure or dump or place fill or

straighten, change, divert or interfere with the existing channel of a river, creek, stream or watercourse in any area to which section 3 applies before permission to do so has been obtained under section 4. O. Reg. 813/74, s. 5.

6.—(1) A signed application for permission to construct a building or structure shall be filed with the Authority and shall include,

- (a) four copies of a plan of the property showing the proposed location of the building or structure, its elevation and the proposed final grade plan;
- (b) four copies of a complete description of the type of building or structure to be constructed, including drainage details;
- (c) four copies of a statement of the dates between which the construction will be carried out; and
- (d) four copies of a statement of the proposed use of the building or structure following completion of the construction.

(2) A signed application for permission to place or dump fill shall be filed with the Authority and shall include,

- (a) four copies of a plan of the property on which the fill is to be placed, showing the proposed location of filling, the depth to which it is proposed to fill and the proposed final grade of the land when filling is completed;
- (b) four copies of a complete description of the type of fill proposed to be placed or dumped;
- (c) four copies of a statement of the dates between which the placing or dumping will be carried out; and
- (d) four copies of a statement of the proposed use of the land following completion of placing or dumping.

(3) A signed application for permission to straighten, change, divert or interfere in any way with the existing channel of a river, creek, stream or watercourse, shall be filed with the Authority and shall include,

- (a) four copies of a plan on which shall be shown in plan view and cross section the details of such straightening, change, diversion or interference;
- (b) four copies of a description of the protective measures to be undertaken;
- (c) four copies of a statement of the dates between which the straightening, changing,

diverting or interfering will be carried out; and

- (d) four copies of a statement of the purpose of the proposed work. O. Reg. 813/74, s. 6.

7. The Authority may, at any time, withdraw any permission given under this Regulation, if, in the opinion of the Authority, the conditions of the permit are not complied with. O. Reg. 813/74, s. 7.

8. Members of the staff of the Authority are appointed officers to enforce this Regulation. O. Reg. 813/74, s. 8.

### Schedule 1

All those lands located in the City of Timmins, in the Territorial District of Cochrane, adjacent to the Mattagami River and Mountjoy Creek as shown outlined in yellow on a plan filed in the office of the Registrar of Regulations at Toronto as No. 1847, and more specifically described as follows:

Beginning at the southeast angle of Lot 1, Concession I, in the geographic Township of Mountjoy; thence westerly along the southerly limit of Concession I to the southwest angle of Lot 5, Concession I; thence northerly along the west limit of Lot 5, Concession I to the southeast angle of the North half of Lot 6, Concession I; thence westerly along the south limit of the north half of Lot 6, Concession I to the southwest angle thereof; thence northerly along the west limit of Lot 6, Concession I to the northwest angle thereof; thence easterly along the south limit of Lot 6, Concession II to the southwest angle of the east half of Lot 6, Concession II; thence northerly along the west limit of the east half of Lot 6, Concession II to the south limit of Lawlor Avenue; thence easterly along the south limit of Lawlor Avenue to the east limit of McBride Street; thence northerly along the east limit of McBride Street to the south limit of Plan M-197 Cochrane; thence easterly along the south limit of Plan M-197 Cochrane to the east limit of Shirley Street; thence northerly along the east limit of Shirley Street to the south limit of Highway No. 101; thence easterly along the south limit of Highway No. 101 to the east limit of Joseph Street; thence northerly along the east limit of Joseph Street to the south limit of Park Avenue; thence easterly along the south limit of Park Avenue to the west limit of School Road; thence southerly along the west limit of School Road to the north limit of Highway No. 101 (Riverside Drive); thence easterly along the north limit of Highway No. 101 (Riverside Drive) to the east limit of Norman Street; thence northerly along the east limit of Norman Street to the north limit of Ontario Hydro right of way; thence northwesterly along the north limit of Ontario Hydro right of way to the west limit of Lot 3, Concession III; thence northerly along the west

limit of Lot 3, Concession III to the northwest angle of the south half of Lot 3, Concession IV; thence easterly along the north limit of the south half of Lot 3, Concession IV to the northeast angle of the southwest quarter of Lot 2, Concession IV; thence southerly along the east limit of the southwest quarter of Lot 2, Concession IV to the south limit of Couture Avenue; thence westerly along the south limit of Couture Avenue to the east limit of Suzanne Street; thence southerly along the east limit of Suzanne Street to the south limit of Lamminen Avenue; thence westerly along the south limit of Lamminen Avenue to the east limit of Airport Road (Highway No. 629); thence southeasterly along the east limit of Airport Road (Highway No. 629) to the east limit of the west half of Lot 2, Concession III; thence southerly along the east limit of the west half of Lot 2, Concession III to the east limit of Mattagami Boulevard (Reserve); thence southerly along the east limit of Mattagami Boulevard (Reserve) to the north limit of Commercial Avenue; thence easterly along the north limit of Commercial Avenue to the east limit of Davidson Street; thence southerly along the east limit of Davidson Street to the south limit of the Ontario Northland Railway spur line; thence easterly and southerly along the south and west limit of the Ontario Northland Railway spur line to the east limit of Lot 2, Concession II; thence southerly along the east limit of Lot 2, Concession II to the southwest angle of the north half of the north half of Lot 1, Concession I; thence easterly along the south limit of the north half of the north half of Lot 1, Concession I to the southeast angle thereof; thence southerly along the east limit of Lot 1, Concession I to the point of commencement, being the southeast angle of Lot 1, Concession I, in the geographic Township of Mountjoy. O. Reg. 813/74, Sched. 1.

### Schedule 2

All those lands located in the City of Timmins, in the Territorial District of Cochrane adjacent to the Town Creek as shown outlined in blue on a plan filed in the office of the Registrar of Regulations at Toronto as No. 1848, and more specifically described as follows:

Commencing at the northeasterly corner of the intersection of Mattagami Boulevard and Commercial Avenue; thence easterly along the north limit of Commercial Avenue to the east limit of Fogg Street; thence northerly along the east limit of Fogg Street to the south limit of Main Avenue; thence easterly along the south limit of Main Avenue to the east limit of Young Street; thence northerly along the east limit of Young Street to the south limit of Wilson Avenue; thence easterly along the south limit of Wilson Avenue to the east limit of Cameron Street; thence northerly along the east limit of Cameron Street to the north limit of Algonquin Boulevard West; thence easterly along the north limit of Algonquin Boulevard

West to the east limit of Rea Street; thence northerly along the east limit of Rea Street to the south limit of Lincoln Avenue; thence easterly along the south limit of Lincoln Avenue to the east limit of Waterloo Road; thence northerly along the east limit of Waterloo Road to the north limit of Polaris Avenue; thence easterly along the north limit of Polaris Avenue to the east limit of MacLean Drive; thence northerly along the east limit of MacLean Drive to the south limit of Tenth Avenue; thence easterly along the southerly limit of Tenth Avenue continued to the east limit of Cedar Street; thence northerly along the east limit of Cedar Street to the north limit of Ross Avenue East; thence easterly along the north limit of Ross Avenue East to the east limit of Spruce Street; thence northerly along the east limit of Spruce Street to the north limit of Brousseau Avenue; thence easterly along the north limit of Brousseau Avenue to the east limit of Tamarack Street; thence northerly along the east limit of Tamarack Street to the north limit of Roche Avenue; thence easterly along the north limit of Roche Avenue continued to the west limit of Murray Street; thence northerly and easterly along the west and north limit of Murray Street and Brian Avenue to the southeast angle of the northwest quarter of the north half of Lot 11, Concession III, Township of Tisdale; thence northerly along the east limit of said northwest quarter of the north half of Lot 11, Concession III, Township of Tisdale to the northeast angle thereof; thence westerly along the north limit of the said northwest quarter of the north half of Lot 11, Concession III, Township of Tisdale to the northwest angle thereof; thence southerly along the west limit of the said northwest quarter of the north half of Lot 11, Concession III, Township of Tisdale to the southwest angle thereof; thence westerly along the south limit of the northeast quarter of the north half of Lot 12, Concession III to the east limit of Tamarack Street; thence southerly along the east limit of Tamarack Street to the north limit of Hendry Avenue; thence westerly along the north limit of Hendry Avenue to the east limit of Pine Street; thence southerly along the east limit of Pine Street to the north limit of Brousseau Avenue; thence westerly along the north limit of Brousseau Avenue to the west limit of Cedar Street; thence southerly along the west limit of Cedar Street to the north limit of Jubilee Avenue; thence westerly along the north limit of Jubilee Avenue to the east limit of MacLean Drive; thence southerly along the east limit of MacLean Drive to the south limit of Ross Avenue West; thence westerly along the south limit of Ross Avenue West to the west limit of Waterloo Road; thence southerly along the west limit of Waterloo Road to the south limit of Queen Avenue; thence westerly along the

south limit of Queen Avenue to the west limit of Rea Street; thence southerly along the west limit of Rea Street to the north limit of O'Neill Avenue; thence westerly along the north limit of O'Neill Avenue to the west limit of Bellevue Street; thence southerly along the west limit of Bellevue Street continued to the north limit of Vimy Avenue; thence westerly along the north limit of Vimy Avenue to the east limit of Cameron Street; thence southerly along the east limit of Cameron Street and Theriault Boulevard to the south limit of Willow Avenue; thence westerly along the south limit of Willow Avenue to the east limit of Charles Street; thence southerly along the east limit of Charles Street to the south limit of Algonquin Boulevard West; thence westerly along the south limit of Algonquin Boulevard West to the west limit of Young Street; thence southerly along the west limit of Young Street to the north limit of Wilson Avenue; thence westerly along the north limit of Wilson Avenue to the west limit of Fogg Street; thence southerly along the west limit of Fogg Street to the north limit of Main Avenue; thence westerly along the north limit of Main Avenue to the east limit of Mattagami Boulevard; thence southerly along the east limit of Mattagami Boulevard to the north limit of Commercial Avenue, being the place of beginning. O. Reg. 813/74, Sched. 2.

### Schedule 3

All those lands located in the City of Timmins in the Territorial District of Cochrane adjacent to Gillies Lake as shown outlined in green on a plan filed in the office of the Registrar of Regulations at Toronto as No. 1849, and more specifically described as follows:

Beginning at the intersection of the west limit of Highway No. 655 and the north limit of the right-of-way of the Ontario Northland Railway; thence northerly along the west limit of Highway No. 655 to the south limit of Ross Avenue East; thence westerly along the south limit of Ross Avenue East to the east limit of Burke Street; thence southerly along the east limit of Burke Street to the south limit of Howard Avenue; thence westerly along the south limit of Howard Avenue to the east limit of Toke Street; thence southwesterly along the southeast limit of Toke Street to the southwest limit of Lakeshore Road; thence easterly, southwesterly and southerly along the west limit of Lakeshore Road to the north limit of the Ontario Northland Railway; thence easterly along the north limit of the Ontario Northland Railway right-of-way to the west limit of Highway No. 655, being the place of beginning. O. Reg. 813/74, Sched. 3.

REGULATION 170

under the Conservation Authorities Act

FILL, CONSTRUCTION AND  
ALTERATION TO WATERWAYS—  
METROPOLITAN TORONTO AND REGION

INTERPRETATION

1. In this Regulation,
- (a) "Authority" means The Metropolitan Toronto and Region Conservation Authority;
  - (b) "building or structure" means a building or structure of any kind;
  - (c) "fill" means earth, sand, gravel, rubble, rubbish, garbage, or any other material whether similar to or different from any of the aforementioned materials, used or capable of being used to raise, lower or in any way effect the contours of the ground;
  - (d) "fill line" means any line designated as such on the maps referred to in the Schedules;
  - (e) "regional storm" means a storm producing in a forty-eight hour period, in a drainage area of,
    - (i) ten square miles or less, a rainfall that has the distribution set out in Table 1, or
    - (ii) more than ten square miles, a rainfall such that the number of inches of rain referred to in each case in Table 1 shall be modified by the percentage amount shown in Column 2 of Table 2 opposite the size of the drainage area set out opposite thereto in Column 1 of Table 2.

TABLE 1

2.90 inches of rain in the first 36 hours
0.25 inches of rain in the 37th hour
0.17 inches of rain in the 38th hour
0.25 inches of rain in the 39th hour

0.50 inches of rain in the 40th hour
0.66 inches of rain in the 41st hour
0.50 inches of rain in the 42nd hour
0.91 inches of rain in the 43rd hour
0.50 inches of rain in the 44th hour
0.50 inches of rain in the 45th hour
2.08 inches of rain in the 46th hour
1.49 inches of rain in the 47th hour
0.50 inches of rain in the 48th hour

TABLE 2

COLUMN 1	COLUMN 2
Drainage Area (square miles)	Percentage
11 to 17 both inclusive	99.2
18 to 25 both inclusive	98.2
26 to 35 both inclusive	97.1
36 to 45 both inclusive	96.3
46 to 55 both inclusive	95.4
56 to 65 both inclusive	94.8
66 to 75 both inclusive	94.2
76 to 85 both inclusive	93.5
86 to 95 both inclusive	92.7
96 to 105 both inclusive	92.0
106 to 175 both inclusive	89.4

COLUMN 1	COLUMN 2
Drainage Area (square miles)	Percentage
176 to 225 both inclusive	86.7
226 to 275 both inclusive	84.0
276 to 325 both inclusive	82.4
326 to 375 both inclusive	80.8
376 to 450 both inclusive	79.3
451 to 550 both inclusive	76.6
551 to 650 both inclusive	74.4
651 to 750 both inclusive	73.3
751 to 850 both inclusive	71.7
851 to 950 both inclusive	70.2
951 to 1050 both inclusive	69.0
1051 to 1750 both inclusive	64.4
1751 to 2250 both inclusive	61.4
2251 to 2750 both inclusive	58.9
2751 to 3000 both inclusive	57.4

(f) "river", "lake", "creek", "stream" or "watercourse" means any river, lake, creek, stream or watercourse under the jurisdiction of the Authority. O. Reg. 735/73, s. 1.

2. The areas described in the schedules are areas in which, in the opinion of the Authority, the control of flooding or pollution or the conservation of land may be affected by the placing or dumping of fill. O. Reg. 735/73, s. 2.

3. Subject to section 4, no person shall,

- (a) construct any building or structure or permit any building or structure to be constructed in or on a pond or swamp or in any area susceptible to flooding during a regional storm;
- (b) place or dump fill or permit fill to be placed or dumped in the areas described in the schedules whether such fill is already located in or upon such area, or brought to or on such area from some other place or places; or
- (c) straighten, change, divert or interfere in any way with the existing channel of a river, creek, stream or watercourse. O. Reg. 735/73, s. 3.

4. Subject to the *Ontario Water Resources Act* or to any private interest, the Authority may permit in writing the construction of any building or structure or the placing or dumping of fill or the straightening, changing, diverting or interfering with the existing channel of a river, creek, stream or watercourse to which section 3 applies if, in the opinion of the Authority, the site of the building or structure or the placing or dumping and the method of construction or placing or dumping or the straightening, changing, diverting or interfering with the existing channel will not affect the control of flooding or pollution or the conservation of land. O. Reg. 735/73, s. 4.

5. No person shall commence to construct any building or structure or dump or place fill or straighten, change, divert or interfere with the existing channel of a river, creek, stream or watercourse in any area to which section 3 applies before permission to do so has been obtained under section 4. O. Reg. 735/73, s. 5.

6.—(1) A signed application for permission to construct a building or structure shall be filed with the Authority and shall include,

- (a) four copies of a plan of the property showing the proposed location of the building or structure, its elevation and the proposed final grade plan;
- (b) four copies of a description of the type of building or structure to be constructed, including drainage details;
- (c) four copies of a statement of the dates between which the construction will be carried out; and
- (d) four copies of a statement of the proposed use of the building or structure following completion of the construction.

(2) A signed application for permission to place or dump fill shall be filed with the Authority and shall include,

- (a) four copies of a plan of the property on which the fill is to be placed, showing the proposed location of filling, the depth to which it is proposed to fill and the proposed final grade of the land when filling is completed;
- (b) four copies of a description of the type of fill proposed to be placed or dumped;
- (c) four copies of a statement of the dates between which the placing or dumping will be carried out; and
- (d) four copies of a statement of the proposed use of the land following completion of placing or dumping.

(3) A signed application for permission to straighten, change, divert or interfere in any way with the existing channel of a river, creek, stream

or watercourse, shall be filed with the Authority and shall include,

- (a) four copies of a plan on which shall be shown in plan view and cross section the details of such straightening, change, diversion or interference;
- (b) four copies of a description of the protective measures to be undertaken;
- (c) four copies of a statement of the dates between which the straightening, changing, diverting or interfering will be carried out; and
- (d) four copies of a statement of the purpose of the proposed work. O. Reg. 735/73, s. 6.

7. The Authority may, at any time, withdraw any permission given under this Regulation if, in the opinion of the Authority, the conditions of the permit are not complied with. O. Reg. 735/73, s. 7.

8. The Authority may appoint, from time to time, officers to enforce this Regulation. O. Reg. 206/79, s. 1.

#### Schedule 1

That part of the watershed of Etobicoke Creek extending northerly from Lake Ontario to,

- (a) Lot 23 in Concession II W. in the former Township of Chinguacousy in the County of Peel, as it existed on the 31st day of December, 1973, on the west branch of that creek; and
- (b) Lot 11 in Concession III E. in the said former Township of Chinguacousy on the east branch of that creek,

as shown delineated by the fill line and coloured red on maps filed in the office of the Registrar of Regulations at Toronto as Nos. 941 to 961, both inclusive. O. Reg. 735/73, Sched. 1.

#### Schedule 2

That part of the Mimico Creek watershed extending northerly from Lake Ontario to,

- (a) Lot 6 in Concession V in the former Township of Chinguacousy in the County of Peel, as it existed on the 31st day of December, 1973, on the west branch of that creek; and
- (b) Lot 8 in Concession V in the said former Township of Chinguacousy on the east branch of that creek,

as shown delineated by the fill line and coloured red on maps filed in the office of the Registrar of Regulations at Toronto as Nos. 962 to 976, both inclusive. O. Reg. 735/73, Sched. 2.

#### Schedule 3

That part of the watershed of the Humber River extending northerly from Lake Ontario to,

- (a) Lot 10 in each of concessions VII and IX in the former Township of Toronto Gore in the County of Peel, as it existed on the 31st day of December, 1973, on the west branch of that river;
- (b) Lot 32 in Concession VI in the Township of Adjala in the County of Simcoe on the main branch of that river;
- (c) Lot 3 in Concession VII in that part of The Regional Municipality of York that, on the 31st day of December, 1970, was the Township of King in the County of York, on the east branch of that river; and
- (d) Lot 38 in Concession III in the Borough of York in The Municipality of Metropolitan Toronto on the tributary of that river that is commonly known as Black Creek,

as shown delineated by the fill line and coloured red on maps filed in the office of the Registrar of Regulations at Toronto as Nos. 977 to 1025, both inclusive. O. Reg. 735/73, Sched. 3.

#### Schedule 4

That part of the watershed of the Don River extending northerly from the Bloor Street Viaduct in the City of Toronto in The Municipality of Metropolitan Toronto to,

- (a) Lot 25 in Concession IV in that part of The Regional Municipality of York that, on the 31st day of December, 1970, was the Township of Vaughan in the County of York on the west branch of that river;
- (b) Lot 30 in Concession II and Lot 28 in Concession III in that part of The Regional Municipality of York that, on the 31st day of December, 1970, was the said Township of Vaughan on the upper tributaries of the east branch of that river;
- (c) Lot 11 in Concession II in that part of The Regional Municipality of York that, on the 31st day of December, 1970, was the Township of Markham in the County of York on the upper tributaries of the east branch of that river; and
- (d) Lot 30 in Range 1 in the Borough of Scarborough in The Municipality of Metropolitan Toronto on the tributary of that river that is commonly known as Massey Creek,

as shown delineated by the fill line and coloured red on maps filed in the office of the Registrar

of Regulations at Toronto as Nos. 1026 to 1067, both inclusive. O. Reg. 735/73, Sched. 4.

#### Schedule 5

That part of the watershed of Highland Creek extending northerly from Lake Ontario to,

- (a) Lot 26 in Range 1 and Lot 28 in Concession II in the Borough of Scarborough in The Municipality of Metropolitan Toronto on the upper tributaries of the west branch of that creek; and
- (b) Lot 18 in Concession III and Lot 24 in Concession IV in the said Borough of Scarborough on the upper tributaries of the east branch of that creek,

as shown delineated by the fill line and coloured red on maps filed in the office of the Registrar of Regulations at Toronto as Nos. 1068 to 1079, both inclusive. O. Reg. 735/73, Sched. 5.

#### Schedule 6

That part of the watershed of Petticoat Creek extending northerly from Lake Ontario to Lot 35 in Concession II in the former Township of Pickering in the County of Ontario, as it existed on the 31st day of December, 1973, as shown delineated by the fill line and coloured red on maps filed in the office of the Registrar of Regulations at Toronto as Nos. 1080 to 1082, both inclusive. O. Reg. 735/73, Sched. 6.

#### Schedule 7

That part of the watershed of the Rouge River extending northerly from Lake Ontario to,

- (a) Lot 25 in Concession II in that part of The Regional Municipality of York that, on the 31st day of December, 1970, was the Township of Markham in the County of York on the upper tributaries of the west branch of that river;
- (b) Lot 1 in Concession III and Lot 4 in Concession IV in that part of The Regional Municipality of York that, on the 31st day of December, 1970, was the Township of Whitchurch in the County of York on the upper tributaries of the west branch of that river;
- (c) Lot 35 in Concession VIII in that part of The Regional Municipality of York that, on the 31st day of December, 1970, was the said Township of Markham on the upper tributaries of the east branch of that river; and
- (d) Lot 2 in Concession VI in that part of The Regional Municipality of York that, on

the 31st day of December, 1970, was the said Township of Whitchurch on the upper tributaries of the east branch of that river,

as shown delineated by the fill line and coloured red on maps filed in the office of the Registrar of Regulations at Toronto as Nos. 1083 to 1118, both inclusive. O. Reg. 735/73, Sched. 7.

#### Schedule 8

That part of the watershed of Duffin Creek extending northerly from Lake Ontario to,

- (a) Lot 6 in Concession IX in that part of The Regional Municipality of York that, on the 31st day of December, 1970, was the Township of Whitchurch in the County of York on the upper tributaries of the west branch of that creek;
- (b) Lot 7 in Concession I in the Township of Uxbridge in The Regional Municipality of Durham on the upper tributaries of the west branch of that creek;
- (c) Lot 17 in Concession II in the former Township of Pickering in the County of Ontario, as it existed on the 31st day of December, 1973, on the centre branch of that creek;
- (d) Lot 22 in Concession VIII in the said Township of Pickering on the upper tributaries of the east branch of that creek, and
- (e) Lot 4 in Concession VII in the said Township of Uxbridge on the upper tributaries of the east branch of that creek,

as shown delineated by the fill line and coloured red on maps filed in the office of the Registrar of Regulations at Toronto as Nos. 1119 to 1154, both inclusive. O. Reg. 735/73, Sched. 8.

#### Schedule 9

That area of land along the southerly limits of the Borough of Etobicoke, the City of Toronto, the Borough of Scarborough, the former Township of Pickering, as it existed on the 31st day of December, 1973, and the Town of Ajax and the bottom of Lake Ontario lying south of the line delineated as the fill line and coloured red upon maps filed in the office of the Registrar of Regulations at Toronto as Nos. 1593 to 1616, both inclusive, within the area over which The Metropolitan Toronto and Region Conservation Authority has jurisdiction, pursuant to Order-in-Council 2745/71, dated the 8th day of September, 1971. O. Reg. 735/73, Sched. 9.

REGULATION 171

under the Conservation Authorities Act

FILL, CONSTRUCTION AND ALTERATION  
TO WATERWAYS—NICKEL DISTRICT

INTERPRETATION

1. In this Regulation,
- (a) "Authority" means the Nickel District Conservation Authority;
  - (b) "building or structure" means a building or structure of any kind;
  - (c) "fill" means earth, sand, gravel, rubble, rubbish, garbage or any other material whether similar to, or different from any of the aforementioned materials, used or capable of being used to raise, lower or in any way affect the contours of the ground;
  - (d) "fill line" means any line designated as such on the maps referred to in the Schedules;
  - (e) "regional storm" means a storm producing in a twelve hour period, in a drainage area of,
    - (i) ten square miles or less, a rainfall that has the distribution set out in Table 1, or
    - (ii) more than ten square miles, a rainfall such that the number of inches of rain referred to in each case in Table 1 shall be modified by the percentage amount shown in Column 2 of Table 2 opposite the size of the drainage area set out opposite thereto in Column 1 of Table 2.

TABLE 1

0.6 inches of rain in the first hour
0.8 inches of rain in the second hour
0.4 inches of rain in the third hour
0.1 inches of rain in the fourth hour
0.2 inches of rain in the fifth hour

0.8 inches of rain in the sixth hour
1.7 inches of rain in the seventh hour
0.8 inches of rain in the eighth hour
0.9 inches of rain in the ninth hour
0.5 inches of rain in the tenth hour
0.5 inches of rain in the eleventh hour
0.3 inches of rain in the twelfth hour

TABLE 2

COLUMN 1	COLUMN 2
Drainage Area (Sq. miles)	Percentage
11 to 20 both inclusive	97
21 to 30 both inclusive	94
31 to 40 both inclusive	90
41 to 60 both inclusive	87
61 to 80 both inclusive	84
81 to 100 both inclusive	82
101 to 150 both inclusive	79
151 to 200 both inclusive	76
201 to 300 both inclusive	74
301 to 400 both inclusive	70
401 to 500 both inclusive	68
501 to 600 both inclusive	66
601 to 700 both inclusive	65
701 to 800 both inclusive	64
801 to 900 both inclusive	63

COLUMN 1	COLUMN 2
Drainage Area (Sq. miles)	Percentage
901 to 1000 both inclusive	62
1001 to 1500 both inclusive	58
1501 to 2000 both inclusive	56
2001 to 2500 both inclusive	53
2501 to 3000 both inclusive	50

- (f) "river", "lake", "creek", "stream" or "watercourse" means any river, lake, creek, stream or watercourse under the jurisdiction of the Authority. O. Reg. 942/75, s. 1.

2. The areas described in the Schedules are areas in which, in the opinion of the Authority, the control of flooding or pollution or the conservation of land may be affected by the placing or dumping of fill. O. Reg. 942/75, s. 2.

3. Subject to section 4, no person shall,

- (a) construct any building or structure or permit any building or structure to be constructed in, or on a pond or swamp or in any area that is susceptible to flooding during a regional storm;
- (b) place or dump fill or permit fill to be placed or dumped in the areas described in the Schedules whether such fill is already located in or upon such area, or brought to or on such area from some other place or places; or
- (c) straighten, change, divert, or interfere in any way with the existing channel of a river, creek, stream or watercourse. O. Reg. 942/75, s. 3.

4. Subject to the *Ontario Water Resources Act* or to any private interest, the Authority may permit in writing the construction of any building or structure or the placing or dumping of fill or the straightening, changing, diverting or interfering with the existing channel of a river, creek, stream or watercourse to which section 3 applies if, in the opinion of the Authority, the site of the building or structure or the placing or dumping and the method of construction or placing or dumping or the straightening, changing, diverting or interfering with the existing channel will not affect the control of flooding or pollution or the conservation of land. O. Reg. 942/75, s. 4.

5. No person shall commence to construct any building or structure or dump or place fill or straighten, change, divert or interfere with the existing channel of a river, creek, stream or watercourse in any area to which section 3 applies before permission to do so has been obtained under section 4. O. Reg. 942/75, s. 5.

6.—(1) A signed application for permission to construct a building or structure shall be filed with the Authority and shall include,

- (a) four copies of a plan for the property showing the proposed location of the building or structure, its elevation and the proposed final grade plan;
- (b) four copies of a complete description of the type of building or structure to be constructed, including drainage details;
- (c) four copies of a statement of the dates between which the construction will be carried out; and
- (d) four copies of a statement of the proposed use of the building or structure following completion of the construction.

(2) A signed application for permission to place or dump fill shall be filed with the Authority and shall include,

- (a) four copies of a plan of the property on which the fill is to be placed, showing the proposed location of filling, the depth to which it is proposed to fill and the proposed final grade of the land when filling is completed;
- (b) four copies of a complete description of the type of fill proposed to be placed or dumped;
- (c) four copies of a statement of the dates between which the placing or dumping will be carried out; and
- (d) four copies of a statement of the proposed use of the land following completion of placing or dumping.

(3) A signed application for permission to straighten, change, divert or interfere in any way with the existing channel of a river, creek, stream or watercourse, shall be filed with the Authority and shall include,

- (a) four copies of a plan on which shall be shown in plan view and cross section the details of such straightening, change, diversion or interference;
- (b) four copies of a description of the protective measures to be undertaken;

- (c) four copies of a statement of the dates between which the straightening, changing, diverting or interfering will be carried out; and
- (d) four copies of a statement of the purpose of the proposed work. O. Reg. 942/75, s. 6.

7. The Authority may, at any time, withdraw any permission given under this Regulation, if, in the opinion of the Authority, the conditions of the permit are not complied with. O. Reg. 942/75, s. 7.

8. Members of the staff of the Authority are appointed officers to enforce this Regulation. O. Reg. 942/75, s. 8.

### Schedule 1

That part of the Junction Creek and Nolan Creek watersheds extending northerly and easterly from Kelly Lake in the geographic Township of McKim, now part of the City of Sudbury in The Regional Municipality of Sudbury, to,

- (a) Lot 7 in Concession IV in the geographic Township of McKim, now part of the City of Sudbury in The Regional Municipality of Sudbury, on the main branch of Nolan Creek;
- (b) Lot 4 in Concession VI in the geographic Township of McKim, now part of the City of Sudbury in The Regional Municipality of Sudbury, on the west branch of Junction Creek;
- (c) the north limit of Lot 11 in Concession VI in the geographic Township of Neelon, now part of the City of Sudbury in The Regional Municipality of Sudbury, on the main branch of Junction Creek; and
- (d) the north limit of Lot 12 in Concession VI in the geographic Township of Neelon, now part of the City of Sudbury in The Regional Municipality of Sudbury, on the east branch of Junction Creek,

as shown delineated by the fill line and coloured red on maps filed in the office of the Registrar of Regulations at Toronto as Nos. 1941 to 1953, both inclusive. O. Reg. 479/76, s. 1.

### Schedule 2

That part of the Whitson River watershed extending northerly and easterly from the south

Township of Balfour, now part of the Town of Rayside-Balfour in The Regional Municipality of Sudbury to,

limit of Lot 3 in Concession II in the geographic

- (a) the east limit of Lot 1 in Concession III in the geographic Township of Balfour, now part of the Town of Rayside-Balfour in The Regional Municipality of Sudbury on Tributary III and Tributary IV of that river;
- (b) the south limit of the north quarter of Lot 7 in Concession V in the geographic Township of Rayside, now part of the Town of Rayside-Balfour in The Regional Municipality of Sudbury on Tributary V of that river;
- (c) Labelle Street in Lot 6 in Concession II in the geographic Township of Hanmer, now part of the Town of Valley East in The Regional Municipality of Sudbury on Tributary VIII of that river;
- (d) the intersection of Anita Street and Gabrielle Street in the north half of Lot 3 in Concession II in the geographic Township of Hanmer, now part of the Town of Valley East in The Regional Municipality of Sudbury on Tributary VIII-A of that river;
- (e) the east limit of the west half of Lot 2 in Concession I in the geographic Township of Hanmer, now part of the Town of Valley East in The Regional Municipality of Sudbury on Tributary IX of that river;
- (f) the east limit of Lot 11 in Concession II in the geographic Township of Capreol, now part of the Town of Valley East in The Regional Municipality of Sudbury on Tributary X of that river; and
- (g) Lot 12 in Concession VI in the geographic Township of Garson, now part of the Town of Nickel Centre in The Regional Municipality of Sudbury on the main branch of that river,

as shown delineated by the "fill line" and coloured red on maps filed in the office of the Registrar of Regulations at Toronto as Nos. 1954 to 1984, both inclusive. O. Reg. 942/75, Sched. 2.



## REGULATION 172

### under the Conservation Authorities Act

#### FILL, CONSTRUCTION AND ALTERATION TO WATERWAYS—NORTH GREY

##### 1. In this Regulation,

- (a) "Authority" means the North Grey Region Conservation Authority;
- (b) "building or structure" means a building or structure of any kind;
- (c) "fill" means fill of any kind whether originating on the site or elsewhere. O. Reg. 125/71, s. 1.

2. The area described in the schedules are areas in which in the opinion of the Authority, the control of flooding or pollution or the conservation of land may be affected by the placing or dumping of fill. O. Reg. 125/71, s. 2.

##### 3. Subject to section 4, no person shall,

- (a) construct any building or structure or permit any building or structure to be constructed in or on a pond or swamp or in any area below the high-water mark of a lake, river, creek or stream;
- (b) place or dump fill or permit fill to be placed or dumped in the areas described in the Schedules whether such fill is already located in or upon such area, or brought to or on such area from some other place or places; or
- (c) straighten, change, divert or interfere in any way with the existing channel of a river, creek, stream or watercourse. O. Reg. 125/71, s. 3.

4. Subject to the *Ontario Water Resources Act* or to any private interest, the Authority may permit in writing the construction of any building or structure or the placing or dumping of fill or the straightening, changing, diverting or interfering with the existing channel of a river, creek, stream or watercourse to which section 3 applies if, in the opinion of the Authority, the site of the building or structure or the placing or dumping and the method of construction or placing or dumping or the straightening, changing, diverting or interfering with the existing channel will not affect the control of flooding or pollution or the conservation of land. O. Reg. 125/71, s. 4.

5. No person shall commence to construct any building or structure or dump or place fill or straighten, change, divert or interfere with the existing channel of a river, creek, stream or watercourse in any area to which section 3 applies before permission to do so has been obtained under section 4. O. Reg. 125/71, s. 5.

6.—(1) A signed application for permission to construct a building or structure shall be filed with the Authority and shall include,

- (a) two copies of a plan of the property showing the proposed location of the building or structure, its elevation and the proposed final grade plan;
- (b) two copies of a complete description of the type of building or structure to be constructed, including drainage details;
- (c) two copies of a statement of the dates between which the construction will be carried out; and
- (d) two copies of a statement of the proposed use of the building or structure following completion of the construction.

(2) A signed application for permission to place or dump fill shall be filed with the Authority and shall include,

- (a) two copies of a plan of the property on which the fill is to be placed, showing the proposed location of filling, the depth to which it is proposed to fill and the proposed final grade of the land when filling is completed;
- (b) two copies of a complete description of the type of fill proposed to be placed or dumped;
- (c) two copies of a statement of the dates between which the placing or dumping will be carried out; and
- (d) two copies of a statement of the proposed use of the land following completion of placing or dumping.

(3) A signed application for permission to straighten, change, divert or interfere in any way

with the existing channel of a river, creek, stream or watercourse, shall be filed with the Authority and shall include,

- (a) two copies of a plan on which shall be shown in plan view and cross section the details of such straightening, change, diversion or interference;
- (b) two copies of a description of the protective measures to be undertaken;
- (c) two copies of a statement of the dates between which the straightening, changing, diverting or interfering will be carried out; and
- (d) two copies of a statement of the purpose of the proposed work. O. Reg. 125/71, s. 6.

7. The Authority may, at any time, withdraw any permission given under this Regulation if, in the opinion of the Authority, the conditions of the permit are not complied with. O. Reg. 125/71, s. 7.

#### Schedule 1

Being composed of lands in the County of Grey that extend a distance of not less than one half lot from streams, lakes and watercourses described as follows:

- 1. That part of the Beaver River and its tributaries from the southerly limit of the Town of Thornbury to its source in the Township of Osprey.
- 2. That part of the Bighead River and its tributaries from the southerly limit of the Town of Meaford to its source in the Township of Holland.
- 3. That part of the Sydenham River and its tributaries from the southerly limit of the City of Owen Sound to its source in the Township of Holland.
- 4. That part of the Pottawatomi River and its tributaries from the westerly limit of the City of Owen Sound to its source in the Township of Derby.
- 5. The whole of Indian Brook and its tributaries from its entry into Georgian Bay to its source in the Township of Collingwood.
- 6. The whole of Meaford Creek and its tributaries from its entry into Georgian Bay to its source in the Township of St. Vincent.

- 7. The whole of Orchard Creek and its tributaries from its entry into Georgian Bay to its source in the Township of St. Vincent.
- 8. The whole of Sucker Creek and its tributaries from its entry into Georgian Bay to its source in the Township of St. Vincent.
- 9. The whole of Johnson Creek and its tributaries from its entry into Georgian Bay to its source in the Township of St. Vincent.
- 10. The whole of Waterton Creek and its tributaries from its entry into Georgian Bay to its source in the Township of St. Vincent.
- 11. The whole of Keefer Creek and its tributaries from its entry into Georgian Bay to its source in the Township of Sydenham.
- 12. The whole of Telfer Creek and its tributaries from its entry into Georgian Bay to its source in the Township of Sydenham.
- 13. That part of the south shore of Georgian Bay lying between the easterly boundary of the Township of Collingwood and the easterly limit of the Town of Thornbury.
- 14. That part of the south shore of Georgian Bay lying between the westerly boundary of the Town of Thornbury and the easterly boundary of the Town of Meaford.
- 15. That part of the south shore of Georgian Bay lying between the westerly boundary of the Town of Meaford and the north-easterly boundary of the City of Owen Sound,

as shown on a map filed in the office of the Registrar of Regulations at Toronto as No. 1347, O. Reg. 125/71, Sched. 1.

#### Schedule 2

The City of Owen Sound in the County of Grey and being that area of land adjacent to the Sydenham and Pottawatomi Rivers generally bound by street limits adjacent to the rivers, streams and watercourses more particularly described as follows:

Beginning at a line between Lot A Broken Front in the Township of Sydenham and the City of Owen Sound; thence southerly along the westerly limit of the Bay Shore Road to the point of intersection with the Canadian Pacific Railroad right-of-way; thence southerly along the westerly boundary of Canadian Pacific Railroad right-of-way to its terminus at Ninth Street east; thence southerly along

the westerly boundary of First Avenue east to Sixth Street east; thence along the southerly boundary of Sixth Street east to its junction with Seventh Avenue east; thence southerly along the westerly boundary of Seventh Avenue east to the southerly limit of the City of Owen Sound; thence westerly along said city limit including Harrison Park in the City of Owen Sound to the junction of the city limits of Owen Sound with Second Avenue east; thence westerly along the northerly limit of the Creamery Hill Road and the city limits to Fourth Avenue west; thence northerly along the easterly limit of Fourth Avenue west to the junction with Fourteenth Street west; thence westerly along the northerly limit of Fourteenth Street west to its junction with the said

city limits; thence northeasterly along the said city limits to the westerly limit of Fifteenth Street west; thence along the northerly limit of Fifteenth Street west to its intersection with Fourth Avenue west; thence along a line described as running parallel to the Pottawatomie River 100 feet north from the river to its intersection with the right-of-way of the Canadian National Railway; thence northerly along the easterly limit of the right-of-way of the Canadian National Railway to its intersection with Third Avenue west; thence northerly along the easterly limit of Third Avenue west to its point of intersection with the city limits of Owen Sound, as shown on a map filed in the office of the Registrar of Regulations at Toronto as No. 1348. O. Reg. 125/71, Sched. 2.



REGULATION 173

under the Conservation Authorities Act

FILL, CONSTRUCTION AND ALTERATION  
TO WATERWAYS—NOTTAWASAGA  
VALLEY

INTERPRETATION

1. In this Regulation,

- (a) "Authority" means The Nottawasaga Valley Conservation Authority;
- (b) "building or structure" means a building or structure of any kind;
- (c) "drainage area" means, for a point, the area which contributes runoff to that point;
- (d) "fill" means earth, sand, gravel, rubble, rubbish, garbage or any other material whether similar to or different from any of the aforementioned materials, whether originating on the site or elsewhere, used or capable of being used to raise, lower or in any way affect the contours of the ground;
- (e) "fill line" means any line designated as such on the maps referred to in the Schedule;
- (f) "regional storm" means a storm producing in a twelve hour period in a drainage area of,
  - (i) ten square miles or less, a rainfall that has the distribution set out in Table 1, or
  - (ii) more than ten square miles, a rainfall such that the number of inches of rain referred to in each case in Table 1 shall be modified by the percentage amount shown in Column 2 of Table 2 opposite the size of the drainage area set out opposite thereto in Column 1 of Table 2.

TABLE 1

0.6 inches of rain in the first hour  
0.8 inches of rain in the second hour  
0.4 inches of rain in the third hour  
0.1 inches of rain in the fourth hour  
0.2 inches of rain in the fifth hour  
0.8 inches of rain in the sixth hour  
1.7 inches of rain in the seventh hour

0.8 inches of rain in the eighth hour  
0.9 inches of rain in the ninth hour  
0.5 inches of rain in the tenth hour  
0.5 inches of rain in the eleventh hour  
0.3 inches of rain in the twelfth hour

TABLE 2

COLUMN 1	COLUMN 2
Drainage Area (Square miles)	Percentage
11 to 20 both inclusive	97
21 to 30 both inclusive	94
31 to 40 both inclusive	90
41 to 60 both inclusive	87
61 to 80 both inclusive	84
81 to 100 both inclusive	82
101 to 150 both inclusive	79
151 to 200 both inclusive	76
201 to 300 both inclusive	74
301 to 400 both inclusive	70
401 to 500 both inclusive	68
501 to 600 both inclusive	66
601 to 700 both inclusive	65
701 to 800 both inclusive	64
801 to 900 both inclusive	63
901 to 1000 both inclusive	62
1001 to 1500 both inclusive	58
1501 to 2000 both inclusive	56
2001 to 2500 both inclusive	53
2501 to 3000 both inclusive	50

- (g) "river", "lake", "creek", "stream" or "watercourse" means any river, lake, creek, stream or watercourse under the jurisdiction of the Authority. O. Reg. 275/75, s. 1; O. Reg. 321/80, s. 1.

2. The areas described in the Schedule are areas in which, in the opinion of the Authority, the control of flooding or pollution or the conservation of land may be affected by the placing or dumping of fill. O. Reg. 275/75, s. 2.

3. Subject to section 4, no person shall,

- (a) construct any building or structure or permit any building or structure to be constructed in or on a pond or swamp or in any area susceptible to flooding during a regional storm;

(b) place or dump fill or permit fill to be placed or dumped in the areas described in the Schedule whether such fill is already located in or upon such area, or brought to or on such area from some other place or places; or

(c) straighten, change, divert or interfere in any way with the existing channel of a river, creek, stream or watercourse. O. Reg. 275/75, s. 3.

4. Subject to the *Ontario Water Resources Act* or to any private interest, the Authority may permit in writing the construction of any building or structure or the placing or dumping of fill or the straightening, changing, diverting or interfering with the existing channel of a river, creek, stream or watercourse to which section 3 applies if, in the opinion of the Authority, the site of the building or structure or the placing or dumping and the method of construction or placing or dumping or the straightening, changing, diverting or interfering with the existing channel will not affect the control of flooding or pollution or the conservation of the land. O. Reg. 275/75, s. 4.

5. No person shall commence to construct any building or structure or dump or place fill or straighten, change, divert or interfere with the existing channel of a river, creek, stream or watercourse in any area to which section 3 applies before permission to do so has been obtained under section 4. O. Reg. 275/75, s. 5.

6.—(1) A signed application for permission to construct a building or structure shall be filed with the Authority and shall include,

- (a) four copies of a plan of the property showing the proposed location of the building or structure, its elevation and the proposed final grade plan;
- (b) four copies of a complete description of the type of building or structure to be constructed, including drainage details;
- (c) four copies of a statement of the dates between which the construction will be carried out; and
- (d) four copies of a statement of the proposed use of the building or structure following completion of the construction.

(2) A signed application for permission to place or dump fill shall be filed with the Authority and shall include,

- (a) four copies of a plan of the property on which the fill is to be placed, showing the proposed location of filling, the depth to which it is proposed to fill and the proposed final grade of the land when filling is completed;
- (b) four copies of a complete description of the type of fill proposed to be placed or dumped;
- (c) four copies of a statement of the dates between which the placing or dumping will be carried out; and
- (d) four copies of a statement of the proposed use of the land following completion of placing or dumping.

(3) A signed application for permission to straighten, change, divert or interfere in any way with the existing channel of a river, creek, stream or watercourse, shall be filed with the Authority and shall include,

- (a) four copies of a plan on which shall be shown in plan view and cross section the details of such straightening, change, diversion or interference;
- (b) four copies of a description of the protective measures to be undertaken;
- (c) four copies of a statement of the dates between which the straightening, changing, diverting or interfering will be carried out; and
- (d) four copies of a statement of the purpose of the proposed work. O. Reg. 275/75, s. 6.

7. The Authority may, at any time, withdraw any permission given under this Regulation, if, in the opinion of the Authority, the conditions of the permit are not complied with. O. Reg. 275/75, s. 7.

8. The Authority may, from time to time, appoint officers to enforce this Regulation. O. Reg. 321/80, s. 2.

Schedule 1

In the County of Simcoe, more particularly described as follows:

In the Township of West Gwillimbury in the County of Simcoe and being composed of those parts of the following lots and concessions:

Concession	Lot
V	1
VI	1 2 3 5
VII	1 2 3 4 5 6 7
VIII	1 2 3 4 5 6 7
IX	1 2 3 4 5 6 7 8 9
X	1 2 3 4 5 6 7 8
XI	1 2 3 4 5

Concession	Lot
	6 7 8 9 10 11
XII	1 2 3 4 5 6 7 8 9 10 11 12 13
XIII	1 2 3 4 5 6 7 8 9 10 11 12 13
XIV	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16
XV	4 5 6 7 8 9

Concession	Lot
	10
	11
	12

as shown on maps filed in the Regional Office of the Ministry of Natural Resources at Richmond Hill as Nos. NV1-1 to NV1-46, both inclusive. O. Reg. 321/80, s. 3, *part.*

Schedule 2

In the County of Simcoe, more particularly described as follows:

In the Township of Innisfil in the County of Simcoe and being composed of those parts of the following lots and concessions:

Concession	Lot
	3
	4
	5
	6
	7
	8
	9
	10
	11
	12
	13
	14
	15
II	3
	4
	5
	6
	7
	8
	9
	10
	11
	12
	13
	14
	15
	16
	17
III	5
	6
	7
	8
	9
	10
	11
	12

Concession	Lot
	13
	14
	15
	16
	17
IV	2
	3
	4
	5
	6
	7
	8
	9
	10
	11
	12
	13
	14
	15
V	6
	7
	8
	9
	10
	11
	12
	13
	14
	15
VI	4
	5
	6
VII	1
	2
	3
VIII	1
	2
	3
	4
	5
	6
IX	1
	2
	4
	5
	6
XI	1
	2
	3

Concession	Lot
	4
xii	1
	2
	3
	4
	5

as shown on maps filed in the Regional Office of the Ministry of Natural Resources at Richmond Hill as Nos. NV2-1 to NV2-17, both inclusive. O. Reg. 321/80, s. 3, *part*.

Schedule 3

In the County of Simcoe, more particularly described as follows:

In the Township of Tecumseth in the County of Simcoe and being composed of those parts of the following lots and concessions:

Concession	Lot
I	1
	2
	3
	4
	5
	6
	7
	8
	9
II	1
	2
	3
	4
	5
	6
	7
	8
	9
	10
	11
	12
	13
	14
	15
III	1
	2
	3
	4
	5
	6
	7
	8

Concession	Lot
	9
	10
	11
	12
	13
	14
	15
	16
	17
	18
	19
	20
IV	1
	2
	3
	4
	5
	6
	7
	8
	9
	10
	11
	12
	13
	14
	15
	16
	17
	18
	19
	20
	21
V	2
	3
	4
	5
	6
	7
	8
	9
	10
	11
	12
	13
	14
	15
	16
	17
	18
	19
	20
	21
	22
	23
	24

Concession	Lot	Concession	Lot
VI	1		10
	2		11
	3		12
	4		16
	5		17
	6		18
	7		20
	8		21
	9		22
	10		23
	11		24
	12	IX	1
	13		2
	14		3
	15		4
	16		5
	17		6
	18		7
	19		8
	20		9
	21		10
	22		11
VII	23		12
	24		13
	1		14
	2		15
	3		16
	4		17
	5		18
	6		19
	7		20
	8		21
	9		22
	10		23
	11		24
	12	X	1
	13		2
	14		3
	15		4
	16		5
	17		6
	18		7
	19		8
	20		9
	21		10
	22		11
	23		12
	24		13
VIII	2		14
	3		15
	4		16
	5		17
	6		18
	7		19
	8		20
	9		21

Concession	Lot
	22
	23
	24
XI	1
	2
	3
	11
	12
	13
	14
	15
	16
	17
	18
	19
	20
	21
	22
	23
	24
XII	1
	2
	3
	4
	5
	6
	7
	8
	9
	10
	11
	12
	13
	14
	15
	16
	17
	18
	19
	20
XIII	21
	22
	23
	24
	6
	7
	8
	9

Concession	Lot
	11
	12
	13
	17
	18
	19
	20
	21
	22
	23
	24
XIV	1
	2
	3
	4
	5
	6
	7
	8
	9
	10
	11
	12
	13
	14
	15
	16
	17
	18
	19
XV	20
	21
	22
	23
	6
	7
	8
	9
	10
	23
	24

as shown on maps filed in the Regional Office of the Ministry of Natural Resources at Richmond Hill as Nos. NV3-1 to NV3-65, both inclusive. O. Reg. 321/80, s. 3, *part*.



REGULATION 174

under the Conservation Authorities Act

FILL, CONSTRUCTION AND ALTERATION  
TO WATERWAYS—OTONABEE REGION

INTERPRETATION

1. In this Regulation,

- (a) "Authority" means The Otonabee Region Conservation Authority;
- (b) "building or structure" means a building or structure of any kind;
- (c) "drainage area" means, for a point, the area which contributes runoff to that point;
- (d) "fill" means earth, sand, gravel, rubble, rubbish, garbage or any other material whether similar to or different from any of the aforementioned materials, and whether originating on the site or elsewhere;
- (e) "fill line" means any line designated as such on the maps referred to in the Schedules;
- (f) "regional storm" means a storm producing in a twelve-hour period in a drainage area of,
  - (i) ten square miles or less, a rainfall that has the distribution set out in Table 1, or
  - (ii) more than ten square miles, a rainfall such that the number of inches of rain referred to in each in Table 1 shall be modified by the percentage amount shown in Column 2 of Table 2 opposite the size of the drainage area set out opposite thereto in Column 1 of Table 2.

TABLE 1

0.6 inches of rain in the first hour
0.8 inches of rain in the second hour
0.4 inches of rain in the third hour
0.1 inches of rain in the fourth hour
0.2 inches of rain in the fifth hour

0.8 inches of rain in the sixth hour
1.7 inches of rain in the seventh hour
0.8 inches of rain in the eighth hour
0.9 inches of rain in the ninth hour
0.5 inches of rain in the tenth hour
0.5 inches of rain in the eleventh hour
0.3 inches of rain in the twelfth hour

TABLE 2

COLUMN 1	COLUMN 2
Drainage Area (Sq. Miles)	Percentage
11 to 20 both inclusive	97
21 to 30 both inclusive	94
31 to 40 both inclusive	90
41 to 60 both inclusive	87
61 to 80 both inclusive	84
81 to 100 both inclusive	82
101 to 150 both inclusive	79
151 to 200 both inclusive	76
201 to 300 both inclusive	74
301 to 400 both inclusive	70
401 to 500 both inclusive	68
501 to 600 both inclusive	66
601 to 700 both inclusive	65
701 to 800 both inclusive	64
801 to 900 both inclusive	63
901 to 1000 both inclusive	62

- (g) "river", "lake", "creek", "stream" or "watercourse" means any river, lake, creek, stream or watercourse under the jurisdiction of the Authority. O. Reg. 61/79, s. 1.

2. The areas described in the Schedules are areas in which, in the opinion of the Authority, the control of flooding or pollution or the conservation of land may be affected by the placing or dumping of fill. O. Reg. 61/79, s. 2.

3. Subject to section 4, no person shall,

- (a) construct any building or structure or permit any building or structure to be constructed in or on a pond or swamp or in any area susceptible to flooding during a regional storm;
- (b) place or dump fill or permit fill to be placed or dumped in the areas described in the Schedules whether such fill is already located in or upon such area, or brought to or on such area from some other place or places; or
- (c) straighten, change, divert or interfere in any way with the existing channel of a river, creek, stream or watercourse. O. Reg. 61/79, s. 3.

4. Subject to the *Ontario Water Resources Act* or to any private interest, the Authority may permit in writing the construction of any building or structure or the placing or dumping of fill or the straightening, changing, diverting or interfering with the existing channel of a river, creek, stream or watercourse to which section 3 applies if, in the opinion of the Authority, the site of the building or structure or the placing or dumping and the method of construction or placing or dumping or the straightening, changing, diverting or interfering with the existing channel will not affect the control of flooding or pollution or the conservation of the land. O. Reg. 61/79, s. 4.

5. No person shall commence to construct any building or structure or dump or place fill or straighten, change, divert or interfere with the existing channel of a river, creek, stream or watercourse in any area to which section 3 applies before permission to do so has been obtained under section 4. O. Reg. 61/79, s. 5.

6.—(1) A signed application for permission to construct a building or structure shall be filed with the Authority and shall include,

- (a) four copies of a plan of the property showing the proposed location of the building or structure, its elevation and the proposed final grade plan;

- (b) four copies of a complete description of the type of building or structure to be constructed, including drainage details;
- (c) four copies of a statement of the dates between which the construction will be carried out; and
- (d) four copies of a statement of the proposed use of the building or structure following completion of the construction.

(2) A signed application for permission to place or dump fill shall be filed with the Authority and shall include,

- (a) four copies of a plan of the property on which the fill is to be placed, showing the proposed location of filling, the depth to which it is proposed to fill and the proposed final grade of the land when filling is completed;
- (b) four copies of a complete description of the type of fill proposed to be placed or dumped;
- (c) four copies of a statement of the dates between which the placing or dumping will be carried out; and
- (d) four copies of a statement of the proposed use of the land following completion of placing or dumping.

(3) A signed application for permission to straighten, change, divert or interfere in any way with the existing channel of a river, creek, stream or watercourse, shall be filed with the Authority and shall include,

- (a) four copies of a plan on which shall be shown in plan view and cross section the details of such straightening, change, diversion or interference;
- (b) four copies of a description of the protective measures to be undertaken;
- (c) four copies of a statement of the dates between which the straightening, changing, diverting or interfering will be carried out; and
- (d) four copies of a statement of the purpose of the proposed work. O. Reg. 61/79, s. 6.

7. The Authority may, at any time, withdraw any permission given under section 4 if, in the opinion of the Authority, the representations contained in the application for the permission are not carried out. O. Reg. 61/79, s. 7.

8. The Authority may from time to time appoint officers to enforce this Regulation. O. Reg. 61/79, s. 8.

### Schedule 1

Those lands in the counties of Northumberland and Peterborough that extend a distance of not less than one-half lot from the streams, lakes or watercourses described as follows:

1. The whole of the Ouse River and its tributaries from its entry into Rice Lake in the Township of Asphodel to the south boundary of the Village of Norwood in the County of Peterborough.
2. The whole of the Ouse River and its tributaries from the north boundary of the Village of Norwood through the Township of Asphodel to its source in the Township of Dummer in the County of Peterborough.
3. The whole of the Indian River and its tributaries from its entry into Rice Lake in the Township of Otonabee through the Township of Douro to its source at Stoney Lake in the Township of Dummer in the County of Peterborough.
4. That part of the Otonabee River and its tributaries from the point of its entry into Rice Lake in the Township of Otonabee to the south boundary of the City of Peterborough.
5. That part of the Otonabee River and its tributaries including Lake Katchiwano from the north boundary of the City of Peterborough through the Village of Lakefield to its source at Clear Lake in the townships of Douro and Smith in the County of Peterborough.
6. That part of Jackson Creek and its tributaries from the boundary between the City of Peterborough and the Township of Smith to its source in the Township of Cavan in the County of Peterborough.
7. That part of Meade Creek and its tributaries from the boundary between the City of Peterborough and the Township of Otonabee to its source in the Township of Douro in the County of Peterborough.
8. That part of an unnamed watercourse from its source in Lot IV, West Communications Road in the Township of Smith through lots IV and V, East Communications Road, to the boundary between the Township of Smith and the City of Peterborough.
9. The whole of Squirrel Creek and its tributaries from its entry into the Otonabee River in the Township of South Monaghan to its source in the Township of Cavan in the County of Peterborough.
10. The whole of Baxter Creek and its tributaries from its entry into the Otonabee River in the Township of South Monaghan through the Village of Millbrook to its source in the Township of Cavan in the County of Peterborough.
11. The whole of Trout or Cavanville Creek and its tributaries from its entry into the Otonabee River in the Township of North Monaghan to its source in the Township of Cavan in the County of Peterborough.
12. The whole of Snelgrove Brook and its tributaries from its entry into Lake Katchiwano in the Township of Smith to its source in the Township of Smith in the County of Peterborough.
13. The whole of Sawyer Creek and its tributaries from its entry into the Otonabee River in the Township of Douro to its source in the Township of Dummer in the County of Peterborough.
14. The whole of Moore Lake in the Township of Smith in the County of Peterborough.
15. The whole of an unnamed watercourse from Moore Lake to Deer Bay of Buckhorn Lake in the Township of Smith in the County of Peterborough.
16. That part of the shore of Chemong Lake from the boundary between the Township of Emily in the County of Victoria and the Township of Smith in the County of Peterborough to the confluence between Chemong Lake and Buckhorn Lake in the Township of Smith in the County of Peterborough.
17. That part of the south shore of Buckhorn Lake in the Township of Smith from and including its confluence with Chemong Lake to and including the confluence of Buckhorn Lake and Stoney Lake at Burleigh Falls in the Township of Smith in the County of Peterborough.
18. That part of the shores of Stoney Lake and Clear Lake adjacent to the townships of Smith, Douro and Dummer from the confluence with Buckhorn Lake at Burleigh Falls in the Township of Smith to the easterly boundary between the Township of Dummer and that part of the Township of Belmont and Methuen that was formerly the Township of Methuen in the County of Peterborough.
19. That part of the north shore of Rice Lake and the Trent River adjacent to the townships of South Monaghan, Otonabee and Asphodel in the County of Peterborough and the watershed boundary in the Township of South Monaghan in the County of Peterborough to the west boundary of the Village of Hastings in the County of Northumberland.

20. That part of the north shore of Rice Lake and the Trent River adjacent to the Township of Asphodel in the County of Peterborough from the east boundary of the Village of Hastings in the County of Northumberland to the boundary between the Township of Asphodel and that part of the Township of Belmont and Methuen that was formerly the Township of Belmont in the County of Peterborough,

as shown shaded on a map filed in the office of the Registrar of Regulations at Toronto as No. 2488. O. Reg. 61/79, Sched. 1.

### Schedule 2

That part of the watershed of the Ouse River extending easterly from the westerly limit of the Village of Norwood in the County of Peterborough to,

- (a) the Mill pond and thence northerly to the north limit of the Village of Norwood;
- (b) the upper pond and thence easterly to the easterly limit of the Village of Norwood,

as shown delineated by the fill line and coloured red on maps filed in the office of the Registrar of Regulations at Toronto as Nos. 2489 to 2490, both inclusive.

O. Reg. 522/80, s. 1.

### Schedule 3

In the Township of Ennismore in the County of Peterborough and more particularly described as follows:

1. All those areas, excepting islands but including lake bottom and water area, between the existing shoreline of Ennismore Township and the boundary of the Township of Ennismore, Peterborough in Chemong Lake, Buckhorn Lake and Pigeon Lake.
2. All those wetlands, rivers, streams and swamps on the land portion of the said Township of Ennismore,

as shown shaded on the map filed in the office of the Registrar of Regulations at Toronto as No. 2491. O. Reg. 61/79, Sched. 3.

### Schedule 4

That part of the watersheds of the Otonabee River, Byersville Creek, Meade Creek (south branch), Meade Creek (north branch), Curtis Creek, Thompson Creek, Bear Creek and Jackson Creek within the City of Peterborough in the County of Peterborough more particularly described as follows:

1. The watershed of the Otonabee River from the south limit of the City of Peterborough to the north limit of the City of Peterborough.
2. The watershed of Byersville Creek extending northerly from the Otonabee River to its source immediately east of Brealey Drive and immediately south of Sherbrooke Street West.
3. The watershed of Meade Creek (south branch) extending easterly from Little Lake to the easterly limit of the City of Peterborough.
4. The watershed of Meade Creek (north branch) extending easterly from Little Lake to the easterly limit of the City of Peterborough.
5. The watershed of Thompson Creek extending easterly from the Otonabee River to the Trent Canal.
6. The watershed of Bear Creek extending north-easterly from the Otonabee River to the northerly limit of the City of Peterborough.
7. The watershed of Curtis Creek extending easterly from the Otonabee River to the easterly limit of the City of Peterborough.
8. The watershed of Jackson Creek extending northeasterly from the Otonabee River to the northerly limit of the City of Peterborough,

as shown delineated by the fill line and coloured red on maps filed in the office of the Registrar of Regulations at Toronto as Nos. 2492 to 2511, both inclusive. O. Reg. 61/79, Sched. 4.

## REGULATION 175

under the Conservation Authorities Act

### FILL, CONSTRUCTION AND ALTERATION TO WATERWAYS—RIDEAU VALLEY

#### INTERPRETATION

#### 1. In this Regulation,

- (a) "Authority" means The Rideau Valley Conservation Authority;
- (b) "building or structure" means a building or structure of any kind;
- (c) "fill" means earth, sand, gravel, rubble, rubbish, garbage or any other material whether similar to or different from any of the aforementioned materials, whether originating on the site or elsewhere, used or capable of being used to raise, lower or in any way affect the contours of the ground;
- (d) "fill line" means any line designated as such on the maps referred to in the Schedules;
- (e) "regional storm" means,
  - (i) for the main channel of the Tay River, the rainfall and snowmelt or the combination of rainfall and snowmelt which would produce at a point on the River from and including that part of the King's Highway known as No. 7 to and including the easterly limit of the lands shown on Plate 6 of the maps referred to in Schedule 1, a peak flow of 3,500 cubic feet per second,
  - (ii) for the main channel of Kemptville Creek, the rainfall and snowmelt or the combination of rainfall and snowmelt which would produce at a point on the Creek within the Town of Kemptville a peak flow of 8,600 cubic feet per second,
  - (iii) for the main channel of the Rideau River, the rainfall and snowmelt or the combination of rainfall and snowmelt which would produce at Hurdmans Bridge on the River as shown on the Rideau River maps referred to in Schedule 3, a peak flow of 26,000 cubic feet per second,

(iv) for the main channel of Stevens Creek, the rainfall and snowmelt or the combination of rainfall and snowmelt which would produce at the Village of Kars as shown on the Stevens Creek maps referred to in Schedule 4, a peak discharge of 3,040 cubic feet per second, and

(v) for the main channel of the Jock River, the rainfall, snowmelt or the combination of rainfall and snowmelt which produce at the Moodie Drive Bridge as shown on the Jock River maps referred to in Schedule 5, a peak discharge of 8,500 cubic feet per second;

(f) "river", "lake", "creek", "stream" or "watercourse" means any river, lake, creek, stream or watercourse under the jurisdiction of the Authority. O. Reg. 875/76, s. 1.

2. The areas described in the Schedules are areas in which, in the opinion of the Authority, the control of flooding or pollution or the conservation of land may be affected by the placing or dumping of fill. O. Reg. 875/76, s. 2.

#### 3. Subject to section 4, no person shall,

- (a) construct any building or structure or permit any building or structure to be constructed in or on a pond or swamp or in any area susceptible to flooding during a regional storm;
- (b) place or dump fill or permit fill to be placed or dumped in the areas described in the Schedules whether such fill is already located in or upon such area, or brought to or on such area from some other place or places; or
- (c) straighten, change, divert or interfere in any way with the existing channel of a river, creek, stream or watercourse. O. Reg. 875/76, s. 3.

4. Subject to the *Ontario Water Resources Act* or to any private interest, the Authority may permit in writing the construction of any building or structure or the placing or dumping of fill or the straightening, changing, diverting or interfering with the existing channel of a river, creek, stream or watercourse to which section 3 applies if, in the opinion of the Authority, the site of the building

or structure or the placing or dumping and the method of construction or placing or dumping or the straightening, changing, diverting or interfering with the existing channel will not affect the control of flooding or pollution or the conservation of the land. O. Reg. 875/76, s. 4.

5. No person shall commence to construct any building or structure or dump or place fill or straighten, change, divert or interfere with the existing channel of a river, creek, stream or watercourse in any area to which section 3 applies before permission to do so has been obtained under section 4. O. Reg. 875/76, s. 5.

6.—(1) A signed application for permission to construct a building or structure shall be filed with the Authority and shall include,

- (a) four copies of a plan of the property showing the proposed location of the building or structure, its elevation and the proposed final grade plan;
- (b) four copies of a complete description of the type of building or structure to be constructed, including drainage details;
- (c) four copies of a statement of the dates between which the construction will be carried out; and
- (d) four copies of a statement of the proposed use of the building or structure following completion of the construction.

(2) A signed application for permission to place or dump fill shall be filed with the Authority and shall include,

- (a) four copies of a plan of the property on which the fill is to be placed, showing the proposed location of filling, the depth to which it is proposed to fill and the proposed final grade of the land when filling is completed;
- (b) four copies of a complete description of the type of fill proposed to be placed or dumped;
- (c) four copies of a statement of the dates between which the placing or dumping will be carried out; and
- (d) four copies of a statement of the proposed use of the land following completion of placing or dumping.

(3) A signed application for permission to straighten, change, divert or interfere in any way with the existing channel of a river, creek, stream or watercourse, shall be filed with the Authority and shall include,

- (a) four copies of a plan on which shall be shown in plan view and cross section the details of such straightening, change, diversion or interference;
- (b) four copies of a description of the protective measures to be undertaken;
- (c) four copies of a statement of the dates between which the straightening, changing, diverting or interfering will be carried out; and
- (d) four copies of a statement of the purpose of the proposed work. O. Reg. 875/76, s. 6.

7. The Authority may, at any time, withdraw any permission given under this Regulation, if, in the opinion of the Authority, the conditions of the permit are not complied with. O. Reg. 875/76, s. 7.

8. Members of the staff of the Authority are appointed officers to enforce this Regulation. O. Reg. 875/76, s. 8.

#### Schedule 1

That part of the area under the jurisdiction of The Rideau Valley Conservation Authority, comprising lands within the Town of Perth and the Townships of Drummond and Bathurst in the County of Lanark more particularly described as follows:

The valleys containing the Tay River and its tributaries, Grants Creek and the Little Tay River and being those areas shown delineated by the fill line on the maps filed in the Regional Office of the Ministry of Natural Resources at Kemptville as Nos. RV1-1 to RV1-6, both inclusive. O. Reg. 52/80, s. 1, *part*.

#### Schedule 2

That part of the area under the jurisdiction of The Rideau Valley Conservation Authority, comprising lands within the Town of Kemptville in the County of Grenville more particularly described as follows:

The valley containing Kemptville Creek within the Town of Kemptville and being those areas as shown delineated by the fill line on maps filed in the Regional Office of the Ministry of Natural Resources at Kemptville as Nos. RV2-1 and RV2-2. O. Reg. 52/80, s. 1, *part*.

#### Schedule 3

That part of the area under the jurisdiction of The Rideau Valley Conservation Authority, comprising lands within The Regional Municipality of Ottawa-Carleton more particularly described as follows:

The valley containing the Rideau River and its tributaries from its confluence with the Ottawa River

south to the Regional Road 4 bridge and being those areas shown delineated by the fill line on maps filed in the Regional Office of the Ministry of Natural Resources at Kemptville as Nos. RV3-1 to RV3-43, both inclusive. O. Reg. 52/80, s. 1, *part*.

#### Schedule 4

That part of the area under the jurisdiction of The Rideau Valley Conservation Authority, comprising lands within The Regional Municipality of Ottawa-Carleton, more particularly described as follows:

The valley containing Stevens Creek from North Gower to Kars and being those areas shown delineated by the fill line on maps filed in the Regional Office of the Ministry of Natural Resources at Kemptville as Nos. RV4-1 to RV4-3, both inclusive. O. Reg. 52/80, s. 1, *part*.

#### Schedule 5

That part of the area under the jurisdiction of The Rideau Valley Conservation Authority, comprising lands within The Regional Municipality of Ottawa-Carleton, more particularly described as follows:

The valley containing Jock River from the Village of Richmond to the Rideau River and being those areas shown delineated by the fill line on maps filed in the Regional Office of the Ministry of Natural Resources at Kemptville as Nos. RV5-1 to RV5-7, both inclusive. O. Reg. 52/80, s. 1, *part*.

#### Schedule 6

That part of the area under the jurisdiction of The Rideau Valley Conservation Authority, comprising lands within The Regional Municipality of Ottawa-Carleton, the United Counties of Leeds and Grenville and the County of Lanark, more particularly described as follows:

The valley containing the Rideau River from the Regional Road 4 bridge, south and west to the Beckwith Street bridge in the separated Town of Smiths Falls and its tributaries and being those areas shown delineated by the fill line on maps filed in the Regional Office of the Ministry of Natural Resources at Kemptville as Numbers RV6-1 to RV6-19, both inclusive. O. Reg. 52/80, s. 1, *part*.

#### Schedule 7

That part of the area under the jurisdiction of The Rideau Valley Conservation Authority, comprising lands within the separated Town of Smiths Falls and the Township of North Elmsley in the County of Lanark and the Township of South Elmsley in the County of Leeds, more particularly described as follows:

The valley containing the Rideau River from Beckwith Street bridge in the separated Town of Smiths Falls west to the Poonamalie Dam and its tributaries and being those areas shown delineated by the fill line on maps filed in the Regional Office of the Ministry of Natural Resources at Kemptville as Nos. RV7-1 to RV7-2, both inclusive. O. Reg. 52/80, s. 1, *part*.



REGULATION 176

under the Conservation Authorities Act

FILL, CONSTRUCTION AND ALTERATION  
TO WATERWAYS—ST. CLAIR REGION

INTERPRETATION

1. In this Regulation,

- (a) "Authority" means St. Clair Region Conservation Authority;
- (b) "building or structure" means a building or structure of any kind;
- (c) "drainage area" means, for a point, the area which contributes runoff to that point;
- (d) "fill" means earth, sand, gravel, rubble, rubbish, garbage or any other material whether similar to or different from any of the aforementioned materials, whether originating on the site or elsewhere, used or capable of being used to raise, lower or in any way affect the contours of the ground;
- (e) "fill line" means any line designated as such on the maps referred to in the Schedules;
- (f) "regional storm" means a storm producing in a forty-eight hour period in a drainage area of,
  - (i) ten square miles or less, a rainfall that has the distribution set out in Table 1, or
  - (ii) more than ten square miles, a rainfall such that the number of inches of rain referred to in each case in Table 1 shall be modified by the percentage amount shown in Column 2 of Table 1 opposite the size of the drainage area set out opposite there-to in Column 1 of Table 2.

TABLE 1

2.90 inches of rain in the first 36 hours  
0.25 inches of rain in the 37th hour  
0.17 inches of rain in the 38th hour  
0.25 inches of rain in the 39th hour  
0.50 inches of rain in the 40th hour

0.66 inches of rain in the 41st hour  
0.50 inches of rain in the 42nd hour  
0.91 inches of rain in the 43rd hour  
0.50 inches of rain in the 44th hour  
0.50 inches of rain in the 45th hour  
2.08 inches of rain in the 46th hour  
1.49 inches of rain in the 47th hour  
0.50 inches of rain in the 48th hour

TABLE 2

COLUMN 1		COLUMN 2
Drainage Area (square miles)		Percentage
11 to 17	both inclusive	99.2
18 to 25	both inclusive	98.2
26 to 35	both inclusive	97.1
36 to 45	both inclusive	96.3
46 to 55	both inclusive	95.4
56 to 65	both inclusive	94.8
66 to 75	both inclusive	94.2
76 to 85	both inclusive	93.5
86 to 95	both inclusive	92.7
96 to 105	both inclusive	92.0
106 to 175	both inclusive	89.4
176 to 225	both inclusive	86.7
226 to 275	both inclusive	84.0
276 to 325	both inclusive	82.4
326 to 375	both inclusive	80.8
376 to 450	both inclusive	79.3
451 to 550	both inclusive	76.6
551 to 650	both inclusive	74.4
651 to 750	both inclusive	73.3
751 to 850	both inclusive	71.7
851 to 950	both inclusive	70.2
951 to 1050	both inclusive	69.0
1051 to 1750	both inclusive	64.4
1751 to 2250	both inclusive	61.4
2251 to 2750	both inclusive	58.9
2751 to 3000	both inclusive	57.4

- (g) "river", "lake", "creek", "stream" or "watercourse" means any river, lake, creek, stream or watercourse under the jurisdiction of the Authority.

O. Reg. 781/74, s. 1.

2. The areas described in the Schedules are areas in which, in the opinion of the Authority, the

control of flooding or pollution or the conservation of land may be affected by the placing or dumping of fill. O. Reg. 781/74, s. 2.

3. Subject to section 4, no person shall,

- (a) construct any building or structure or permit any building or structure to be constructed in or on a pond or swamp or in any area susceptible to flooding during a regional storm;
- (b) place or dump fill or permit fill to be placed or dumped in the areas described in the Schedules whether such fill is already located in or upon such area, or brought to or on such area from some other place or places; or
- (c) straighten, change, divert or interfere in any way with the existing channel of a river, creek, stream or watercourse. O. Reg. 781/74, s. 3.

4. Subject to the *Ontario Water Resources Act* or to any private interest, the Authority may permit in writing the construction of any building or structure or the placing or dumping of fill or the straightening, changing, diverting or interfering with the existing channel of a river, creek, stream or watercourse to which section 3 applies if, in the opinion of the Authority, the site of the building or structure or the placing or dumping and the method of construction or placing or dumping or the straightening, changing, diverting or interfering with the existing channel will not affect the control of flooding or pollution or the conservation of the land. O. Reg. 781/74, s. 4.

5. No person shall commence to construct any building or structure or dump or place fill or straighten, change, divert or interfere with the existing channel of a river, creek, stream or watercourse in any area to which section 3 applies before permission to do so has been obtained under section 4. O. Reg. 781/74, s. 5.

6.—(1) A signed application for permission to construct a building or structure shall be filed with the Authority and shall include,

- (a) four copies of a plan of the property showing the proposed location of the building or structure, its elevation and the proposed final grade plan;
- (b) four copies of a complete description of the type of building or structure to be constructed, including drainage details;
- (c) four copies of a statement of the dates between which the construction will be carried out; and

(d) four copies of a statement of the proposed use of the building or structure following completion of the construction.

(2) A signed application for permission to place or dump fill shall be filed with the Authority and shall include,

- (a) four copies of a plan of the property on which the fill is to be placed, showing the proposed location of filling, the depth to which it is proposed to fill and the proposed final grade of the land when filling is completed;
- (b) four copies of a complete description of the type of fill proposed to be placed or dumped;
- (c) four copies of a statement of the dates between which the placing or dumping will be carried out; and
- (d) four copies of a statement of the proposed use of the land following completion of placing or dumping.

(3) A signed application for permission to straighten, change, divert or interfere in any way with the existing channel of a river, creek, stream or watercourse, shall be filed with the Authority and shall include,

- (a) four copies of a plan on which shall be shown in plan view and cross section the details of such straightening, change, diversion or interference;
- (b) four copies of a description of the protective measures to be undertaken;
- (c) four copies of a statement of the dates between which the straightening, changing, diverting or interfering will be carried out; and
- (d) four copies of a statement of the purpose of the proposed work. O. Reg. 781/74, s. 6.

7. The Authority may, at any time, withdraw any permission given under this Regulation, if, in the opinion of the Authority, the conditions of the permit are not complied with. O. Reg. 781/74, s. 7.

8. Members of the staff of the Authority are appointed officers to enforce this Regulation. O. Reg. 781/74, s. 8.

### Schedule 1

Being composed of lands in the counties of Kent, Lambton and Middlesex that extend the distance from the streams, lake or watercourses shown by

the shaded areas on the maps filed in the office of the Registrar of Regulations at Toronto as Nos. 1257 to 1260, both inclusive, and described as follows:

1. That part of Running Creek and that part of the Sydenham River and their tributaries from the point of their entry into River Chenal Ecarte in the townships of Chatham and Dover, respectively, in the County of Kent, to the south and west boundaries of the Town of Wallaceburg in the County of Kent.

2. That part of the North branch of the Sydenham River and its tributaries, including Otter Creek, from the north boundary of the Town of Wallaceburg to the junction of Bear and Black Creeks in the Township of Sombra in the County of Lambton.

3. The whole of Black Creek and its tributaries from its junction with Bear Creek in the Township of Sombra in the County of Lambton.

4. That part of Bear Creek and its tributaries from its junction with Black Creek in the Township of Sombra in the County of Lambton, to the south boundary of the Town of Petrolia.

5. That part of Bear Creek and its tributaries from the north boundary of the Town of Petrolia to its source in the Township of Warwick in the County of Lambton.

6. That part of the east branch of the Sydenham River and its tributaries from the easterly limit of County Road No. 15, the division between Concession 7 and Concession 8 in the Township of Camden, in the County of Kent, to the southwest boundary of Schedule V, more specifically defined as the westerly limit of Lot 20, Concession 1 in the Township of Metcalfe and the west boundary of the Town of Strathroy, both in the County of Middlesex.

7. That part of the east branch of the Sydenham River and its tributaries, including those flowing into the Town of Strathroy, from the north, northeast and southeast boundaries of the Town of Strathroy to its source in the Township of London in the County of Middlesex. O. Reg. 781/74, Sched. 1.

### Schedule 2

Within the limits of the Town of Wallaceburg and being that area of land below the high-water mark bounded generally by the 580 ft. contour line as shown shaded on the maps filed in the office of the Registrar of Regulations at Toronto as Nos. 1260 to 1264, both inclusive.

Saving and excepting thereout and therefrom:

1. That built up area bounded on the east by the limits of the Town of Wallaceburg and described as follows:

Beginning at a point on the Chesapeake and Ohio Railway Line at the line between the east boundary of the Town of Wallaceburg and the west boundary of Lot 14, Concession I, in the Township of Chatham, in the County of Kent; thence westerly along the southerly limit of the Chesapeake and Ohio Railway Line across Gillard Street to the Chesapeake and Ohio Railway spur; thence westerly along the southerly limit of said spur to the 580 ft. contour running parallel to and just south of Wallace Street; thence easterly along this 580 ft. contour, bordering the south bank of the Sydenham River to the easterly limits of the Town of Wallaceburg.

2. That area of land generally below the 580 ft. contour lines, shown shaded and described as follows:

Beginning at the point where the 580 ft. contour bordering Running Creek meets the easterly limit of Forhan Street; thence southerly along the easterly limit to the southerly limit of Haig Street; thence westerly along the southerly limit to the easterly limit of First Street; thence southerly along the easterly limit to the southerly limit of Dufferin Ave.; thence westerly along the southerly limit to the westerly limit of the Chesapeake and Ohio Railway Line; thence southerly along that westerly limit to the 580 ft. contour which it meets at Forhan Street; thence southerly along the 580 ft. contour until it reaches a point near the Sydenham River; thence northerly along the 580 ft. contour on the east bank of the Sydenham River, and latterly, on the east bank of the north branch of the Sydenham River, to a point near Running Creek; thence westerly along the 580 ft. contour on the south bank of Running Creek to the place of beginning. O. Reg. 781/74, Sched. 2.

### Schedule 3

That part of the east branch of the Sydenham River below the marked elevations extending easterly from the east boundary of the Town of Wallaceburg in the County of Kent to the westerly limit of County Kent Road No. 15, the division between Concession VII and Concession VIII in the Township of Camden in the County of Kent, as shown on maps filed in the office of the Registrar of Regulations at Toronto as Nos. 1265 to 1274, both inclusive. O. Reg. 781/74, Sched. 3.

### Schedule 4

That part of the watershed of Bear Creek and its tributaries below the 650 ft. contour interval within the limits of the Town of Petrolia, in the County of Lambton, as shown on the maps filed in the office of the Registrar of Regulations at Toronto as Nos. 1275 and 1276. O. Reg. 781/74, Sched. 4.

### Schedule 5

1. That part of the watershed of the east branch of the Sydenham River and its tributaries within

the limits of the Town of Strathroy, in the County of Middlesex, as shown on the maps filed in the office of the Registrar of Regulations at Toronto as Nos. 1277 and 1278.

2. That part of the watershed of the unnamed tributary of the east branch of the Sydenham River

within Lot 20, Concession V, in the Township of Adelaide, in the County of Middlesex, and Lot 9, Concession X, and the northwest one-quarter of Lot 8, Concession X, in the Township of Caradoc, in the County of Middlesex, as shown on the map filed in the office of the Registrar of Regulations at Toronto as No. 1260. O. Reg. 781/74, Sched. 5.

## REGULATION 177

### under the Conservation Authorities Act

#### FILL, CONSTRUCTION AND ALTERATION TO WATERWAYS—SAUBLE VALLEY

##### 1. In this Regulation,

- (a) "Authority" means the Sauble Valley Conservation Authority;
- (b) "building or structure" means a building or structure of any kind;
- (c) "fill" means fill of any kind whether originating on the site or elsewhere. O. Reg. 126/71, s. 1.

2. The areas described in the schedules are areas in which, in the opinion of the Authority, the control of flooding or pollution or the conservation of land may be affected by the placing or dumping of fill. O. Reg. 126/71, s. 2.

##### 3. Subject to section 4, no person shall,

- (a) construct any building or structure or permit any building or structure to be constructed in or on a pond or swamp or in any area below the high-water mark of a lake, river, creek or stream;
- (b) place or dump fill or permit fill to be placed or dumped in the areas described in the schedules whether such fill is already located in or upon such area, or brought to or on such area from some other place or places; or
- (c) straighten, change, divert or interfere in any way with the existing channel of a river, creek, stream or watercourse. O. Reg. 126/71, s. 3.

4. Subject to the *Ontario Water Resources Act* or to any private interest, the Authority may permit in writing the construction of any building or structure or the placing or dumping of fill or the straightening, changing, diverting or interfering with the existing channel of a river, creek, stream or watercourse to which section 3 applies if, in the opinion of the Authority, the site of the building or structure or the placing or dumping and the method of construction or placing or dumping or the straightening, changing, diverting or interfering with the existing channel will not affect the control of flooding or pollution or the conservation of land. O. Reg. 126/71, s. 4.

5. No person shall commence to construct any building or structure or dump or place fill or straighten, change, divert or interfere with the existing channel of a river, creek, stream or water-

course in any area to which section 3 applies before permission to do so has been obtained under section 4. O. Reg. 126/71, s. 5.

6.—(1) A signed application for permission to construct a building or structure shall be filed with the Authority and shall include,

- (a) two copies of a plan of the property showing the proposed location of the building or structure, its elevation and the proposed final grade plan;
- (b) two copies of a complete description of the type of building or structure to be constructed, including drainage details;
- (c) two copies of a statement of the dates between which the construction will be carried out; and
- (d) two copies of a statement of the proposed use of the building or structure following completion of the construction.

(2) A signed application for permission to place or dump fill shall be filed with the Authority and shall include,

- (a) two copies of a plan of the property on which the fill is to be placed, showing the proposed location of filling, the depth to which it is proposed to fill and the proposed final grade of the land when filling is completed;
- (b) two copies of a complete description of the type of fill proposed to be placed or dumped;
- (c) two copies of a statement of the dates between which the placing or dumping will be carried out; and
- (d) two copies of a statement of the proposed use of the land following completion of placing or dumping.

(3) A signed application for permission to straighten, change, divert or interfere in any way with the existing channel of a river, creek, stream or watercourse shall be filed with the Authority and shall include,

- (a) two copies of a plan on which shall be shown in plan view and cross section the details of such straightening, change, diversion or interference;

- (b) two copies of a description of the protective measures to be undertaken;
- (c) two copies of a statement of the dates between which the straightening, changing, diverting or interfering will be carried out; and
- (d) two copies of a statement of the purpose of the proposed work. O. Reg. 126/71, s. 6.

7. The Authority may, at any time, withdraw any permission given under this Regulation if, in the opinion of the Authority, the conditions of the permit are not complied with. O. Reg. 126/71, s. 7.

### Schedule

Being composed of lands in the counties of Grey and Bruce that extend a distance of not less than one-half lot from streams, lakes and watercourses described as follows:

1. The whole of the Sauble River and its tributaries from its entry into Lake Huron in the Township of Amabel in the County of Bruce to its source in the Township of Elderslie in the County of Bruce.
2. The whole of the Indian River and its tributaries from its entry into Georgian Bay in the Township of Sarawak in the County of Grey to its source in the Township of Keppel in the County of Grey.

3. That part of the south shore of Georgian Bay lying between the northwesterly boundary of the City of Owen Sound and the easterly boundary of the Town of Wiarton in the County of Bruce.
4. That part of Georgian Bay lying between the northerly boundary of the Town of Wiarton and the westerly limit of the Cape Croker Indian Reserve in the Township of Albemarle in the County of Bruce.
5. That part of the east shore of Lake Huron lying between the entrance of Stoney Creek in the Township of Amabel, in the County of Bruce, northwards to where the northerly limit of Albemarle Township, County of Bruce, intersects the shoreline of Lake Huron.
6. The interior lakes of the counties of Grey and Bruce described as follows: Arran, Chesley, Gould, Boat, Spry, Maryville and Silver Lakes in the Township of Amabel, County of Bruce; Sky, Isaac, Beatty and Berford Lakes in the Township of Albemarle, County of Bruce; Francis, Mountain, Bass, Gowan, Charles, Mary and Sheppard Lakes in the Township of Keppel, County of Grey,

as shown on a map filed in the office of the Registrar of Regulations at Toronto as No. 1349. O. Reg. 126/71, Sched.

REGULATION 178

under the Conservation Authorities Act

FILL, CONSTRUCTION AND ALTERATION  
TO WATERWAYS—SAUGEEN VALLEY

INTERPRETATION

1. In this Regulation,

- (a) "Authority" means the Saugeen Valley Conservation Authority;
- (b) "building or structure" means a building or structure of any kind;
- (c) "drainage area" means, for a point, the area which contributes runoff to that point;
- (d) "fill" means earth, sand, gravel, rubble, rubbish, garbage or any other material whether similar to or different from any of the aforementioned materials, whether originating on the site or elsewhere, used or capable of being used to raise, lower or in any way affect the contours of the ground;
- (e) "fill line" means any line designated as such on the maps referred to in the Schedules;
- (f) "regional storm" means a storm producing in a forty-eight hour period in a drainage area of,
  - (i) ten square miles or less, a rainfall that has the distribution set out in Table 1, or
  - (ii) more than ten square miles, a rainfall such that the number of inches of rain referred to in each case in Table 1 shall be modified by the percentage amount shown in Column 2 of Table 2 opposite the size of the drainage area set out opposite thereto in Column 1 of Table 2.

TABLE 1

2.90 inches of rain in the first 36 hours  
0.25 inches of rain in the 37th hour  
0.17 inches of rain in the 38th hour  
0.25 inches of rain in the 39th hour

0.50 inches of rain in the 40th hour  
0.66 inches of rain in the 41st hour  
0.50 inches of rain in the 42nd hour  
0.91 inches of rain in the 43rd hour  
0.50 inches of rain in the 44th hour  
0.50 inches of rain in the 45th hour  
2.08 inches of rain in the 46th hour  
1.49 inches of rain in the 47th hour  
0.50 inches of rain in the 48th hour

TABLE 2

COLUMN 1	COLUMN 2
Drainage Area (square miles)	Percentage
11 to 17 both inclusive	99.2
18 to 25 both inclusive	98.2
26 to 35 both inclusive	97.1
36 to 45 both inclusive	96.3
46 to 55 both inclusive	95.4
56 to 65 both inclusive	94.8
66 to 75 both inclusive	94.2
76 to 85 both inclusive	93.5
86 to 95 both inclusive	92.7
96 to 105 both inclusive	92.0
106 to 175 both inclusive	89.4
176 to 225 both inclusive	86.7
226 to 275 both inclusive	84.0
276 to 325 both inclusive	82.4
326 to 375 both inclusive	80.8

COLUMN 1	COLUMN 2
Drainage Area (square miles)	Percentage
376 to 450 both inclusive	79.3
451 to 550 both inclusive	76.6
551 to 650 both inclusive	74.4
651 to 750 both inclusive	73.3
751 to 850 both inclusive	71.7
851 to 950 both inclusive	70.2
951 to 1050 both inclusive	69.0
1051 to 1750 both inclusive	64.4
1751 to 2250 both inclusive	61.4
2251 to 2750 both inclusive	58.9
2751 to 3000 both inclusive	57.4

(g) "river", "lake", "creek", "stream" or "watercourse" means any river, lake, creek, stream or watercourse under the jurisdiction of the Authority. O. Reg. 113/76, s. 1.

2. The areas described in the Schedules are areas in which, in the opinion of the Authority, the control of flooding or pollution or the conservation of land may be affected by the placing or dumping of fill. O. Reg. 113/76, s. 2.

3. Subject to section 4, no person shall,

- (a) construct any building or structure or permit any building or structure to be constructed in or on a pond or swamp or in any area susceptible to flooding during a regional storm;
- (b) place or dump fill or permit fill to be placed or dumped in the areas described in the Schedules whether such fill is already located in or upon such area, or brought to or on such area from some other place or places; or
- (c) straighten, change, divert or interfere in any way with the existing channel of a river, creek, stream or watercourse. O. Reg. 113/76, s. 3.

4. Subject to the *Ontario Water Resources Act* or to any private interest, the Authority may permit in writing the construction of any building or structure or the placing or dumping of fill or the straightening, changing, diverting or interfering with the existing channel of a river, creek, stream or

watercourse to which section 3 applies if, in the opinion of the Authority, the site of the building or structure or the placing or dumping and the method of construction or placing or dumping or the straightening, changing, diverting or interfering with the existing channel will not affect the control of flooding or pollution or the conservation of the land. O. Reg. 113/76, s. 4.

5. No person shall commence to construct any building or structure or dump or place fill or straighten, change, divert or interfere with the existing channel of a river, creek, stream or watercourse in any area to which section 3 applies before permission to do so has been obtained under section 4. O. Reg. 113/76, s. 5.

6.—(1) A signed application for permission to construct a building or structure shall be filed with the Authority and shall include,

- (a) four copies of a plan of the property showing the proposed location of the building or structure, its elevation and the proposed final grade plan;
- (b) four copies of a complete description of the type of building or structure to be constructed, including drainage details;
- (c) four copies of a statement of the dates between which the construction will be carried out; and
- (d) four copies of a statement of the proposed use of the building or structure following completion of the construction.

(2) A signed application for permission to place or dump fill shall be filed with the Authority and shall include,

- (a) four copies of a plan of the property on which the fill is to be placed, showing the proposed location of filling, the depth to which it is proposed to fill and the proposed final grade of the land when filling is completed;
- (b) four copies of a complete description of the type of fill proposed to be placed or dumped;
- (c) four copies of a statement of the dates between which the placing or dumping will be carried out; and
- (d) four copies of a statement of the proposed use of the land following completion of placing or dumping.

(3) A signed application for permission to straighten, change, divert or interfere in any way with the existing channel of a river, creek, stream or watercourse, shall be filed with the Authority and shall include,

- (a) four copies of a plan on which shall be shown in plan view and cross section the details of such straightening, change, diversion or interference;
  - (b) four copies of a description of the protective measures to be undertaken;
  - (c) four copies of a statement of the dates between which the straightening, changing, diverting or interfering will be carried out; and
  - (d) four copies of a statement of the purpose of the proposed work. O. Reg. 113/76, s. 6.
7. The Authority may, at any time, withdraw any permission given under this Regulation, if, in the opinion of the Authority, the conditions of the permit are not complied with. O. Reg. 113/76, s. 7.
8. Members of the staff of the Authority are appointed officers to enforce this Regulation. O. Reg. 113/76, s. 8.

#### Schedule 1

That part of the watershed of the Penetangore River extending easterly from Lake Huron and passing through the Town of Kincardine in the County of Bruce as shown delineated by the fill line coloured red on a map filed in the Regional Office of the Ministry of

Natural Resources at London, as No. SV1-1.

O. Reg. 251/80, s. 1, *part*.

#### Schedule 2

That part of the watershed of the South Penetangore River within the Town of Kincardine in the County of Bruce bounded on the north by Kincardine Avenue, on the east by King's Highway No. 21, on the south by the road allowance between the townships of Huron and Kincardine, and on the west by Lake Huron as shown delineated by the fill line coloured red on the map filed in the Regional Office of the Ministry of Natural Resources at London, as No. SV2-1. O. Reg. 251/80, s. 1, *part*.

#### Schedule 3

That part of the watershed of the Saugeen River within the townships of Brant and Carrick, both in the County of Bruce and within the townships of Bentinck, Normanby and the Town of Hanover, all in the County of Grey as shown delineated by the fill line coloured red on maps filed in the Regional Office of the Ministry of Natural Resources at London, as Nos. SV3-1 to SV3-18, both inclusive. O. Reg. 251/80, s. 1, *part*.

#### Schedule 4

Those parts of the watersheds of Willow Creek, the Teeswater River, and the Saugeen River within the Village of Paisley in the County of Bruce as shown delineated by the fill line coloured red on maps filed in the Regional Office of the Ministry of Natural Resources at London, as Nos. SV4-1 to SV4-4, both inclusive. O. Reg. 251/80, s. 1, *part*.



REGULATION 179

under the Conservation Authorities Act

FILL, CONSTRUCTION AND ALTERATION  
TO WATERWAYS—SOUTH LAKE SIMCOE

INTERPRETATION

1. In this Regulation,

- (a) "Authority" means South Lake Simcoe Conservation Authority;
- (b) "building or structure" means a building or structure of any kind;
- (c) "drainage area" means, for a point, the area which contributes runoff to that point;
- (d) "fill" means earth, sand, gravel, rubble, rubbish, garbage or any other material whether similar to or different from any of the aforementioned materials, whether originating on the site or elsewhere, used or capable of being used to raise, lower or in any way affect the contours of the ground;
- (e) "fill line" means any line designated as such on the maps referred to in the Schedules;
- (f) "regional storm" means a storm producing in a forty-eight hour period in a drainage area of,
  - (i) ten square miles or less, a rainfall that has the distribution set out in Table 1, or
  - (ii) more than ten square miles, a rainfall such that the number of inches of rain referred to in each case in Table 1 shall be modified by the percentage amount shown in Column 2 of Table 1 opposite the size of the drainage area set out opposite there-to in Column 1 of Table 2.

TABLE 1

2.90 inches of rain in the first 36 hours
0.25 inches of rain in the 37th hour
0.17 inches of rain in the 38th hour
0.25 inches of rain in the 39th hour
0.50 inches of rain in the 40th hour
0.66 inches of rain in the 41st hour
0.50 inches of rain in the 42nd hour
0.91 inches of rain in the 43rd hour
0.50 inches of rain in the 44th hour
0.50 inches of rain in the 45th hour
2.08 inches of rain in the 46th hour
1.49 inches of rain in the 47th hour
0.50 inches of rain in the 48th hour

TABLE 2

COLUMN 1		COLUMN 2
Drainage Area (square miles)		Percentage
11 to	17 both inclusive	99.2
18 to	25 both inclusive	98.2
26 to	35 both inclusive	97.1
36 to	45 both inclusive	96.3
46 to	55 both inclusive	95.4
56 to	65 both inclusive	94.8
66 to	75 both inclusive	94.2
76 to	85 both inclusive	93.5
86 to	95 both inclusive	92.7
96 to	105 both inclusive	92.0
106 to	175 both inclusive	89.4
176 to	225 both inclusive	86.7
226 to	275 both inclusive	84.0
276 to	325 both inclusive	82.4
326 to	375 both inclusive	80.8
376 to	450 both inclusive	79.3
451 to	550 both inclusive	76.6
551 to	650 both inclusive	74.4
651 to	750 both inclusive	73.3
751 to	850 both inclusive	71.7
851 to	950 both inclusive	70.2
951 to	1050 both inclusive	69.0
1051 to	1750 both inclusive	64.4
1751 to	2250 both inclusive	61.4
2251 to	2750 both inclusive	58.9
2751 to	3000 both inclusive	57.4

- (g) "river", "lake", "creek", "stream" or "watercourse" means any river, lake, creek, stream or watercourse under the jurisdiction of the Authority. O. Reg. 782/74, s. 1.

2. The areas described in the Schedules are areas in which, in the opinion of the Authority, the control of flooding or pollution or the conservation of land may be affected by the placing or dumping of fill. O. Reg. 782/74, s. 2.

3. Subject to section 4, no person shall,

- (a) construct any building or structure or permit any building or structure to be constructed in or on a pond or swamp or in any area susceptible to flooding during a regional storm;

- (b) place or dump fill or permit fill to be placed or dumped in the areas described in the Schedules whether such fill is already located in or upon such area, or brought to or on such area from some other place or places; or
- (c) straighten, change, divert or interfere in any way with the existing channel of a river, creek, stream or watercourse. O. Reg. 782/74, s. 3.

4. Subject to the *Ontario Water Resources Act* or to any private interest, the Authority may permit in writing the construction of any building or structure or the placing or dumping of fill or the straightening, changing, diverting or interfering with the existing channel of a river, creek, stream or watercourse to which section 3 applies if, in the opinion of the Authority, the site of the building or structure or the placing or dumping and the method of construction or placing or dumping or the straightening, changing, diverting or interfering with the existing channel will not affect the control of flooding or pollution or the conservation of the land. O. Reg. 782/74, s. 4.

5. No person shall commence to construct any building or structure or dump or place fill or straighten, change, divert or interfere with the existing channel of a river, creek, stream or watercourse in any area to which section 3 applies before permission to do so has been obtained under section 4. O. Reg. 782/74, s. 5.

6.—(1) A signed application for permission to construct a building or structure shall be filed with the Authority and shall include,

- (a) four copies of a plan of the property showing the proposed location of the building or structure, its elevation and the proposed final grade plan;
- (b) four copies of a complete description of the type of building or structure to be constructed, including drainage details;
- (c) four copies of a statement of the dates between which the construction will be carried out; and
- (d) four copies of a statement of the proposed use of the building or structure following completion of the construction.

(2) A signed application for permission to place or dump fill shall be filed with the Authority and shall include,

- (a) four copies of a plan of the property on which the fill is to be placed, showing the proposed location of filling, the depth to which it is proposed to fill and the proposed final grade of the land when filling is completed;
- (b) four copies of a complete description of the type of fill proposed to be placed or dumped;
- (c) four copies of a statement of the dates between which the placing or dumping will be carried out; and

- (d) four copies of a statement of the proposed use of the land following completion of placing or dumping.

(3) A signed application for permission to straighten, change, divert or interfere in any way with the existing channel of a river, creek, stream or watercourse, shall be filed with the Authority and shall include,

- (a) four copies of a plan on which shall be shown in plan view and cross section the details of such straightening, change, diversion or interference;
- (b) four copies of a description of the protective measures to be undertaken;
- (c) four copies of a statement of the dates between which the straightening, changing, diverting or interfering will be carried out; and
- (d) four copies of a statement of the purpose of the proposed work. O. Reg. 782/74, s. 6.

7. The Authority may, at any time, withdraw any permission given under this Regulation, if, in the opinion of the Authority, the conditions of the permit are not complied with. O. Reg. 782/74, s. 7.

8. Members of the staff of the Authority are appointed officers to enforce this Regulation. O. Reg. 782/74, s. 8.

Schedule 1

In The Regional Municipality of York, more particularly described as follows:

In The Town of Newmarket in The Regional Municipality of York and being composed of those parts of the following lots and concessions:

Concession	Lot
I West (of Yonge Street)	87
	93
I East (of Yonge Street)	87
	88
	89
	90
	96
	97
	98
	99
II	1
	2
	3
	4
	32
	33
	34
	35

as shown on maps filed in the Regional Office of the Ministry of Natural Resources at Richmond Hill as Nos. SL1-1 to SL1-20, both inclusive. O. Reg. 346/79, s. 1.

Schedule 2

In the County of Simcoe, more particularly described as follows:

In the Township of West Gwillimbury in the County of Simcoe and being composed of those parts of the following lots and concessions:

Concession	Lot
I	1
	2
	3
	4
	5
	6
	7
II	2
	3
	4
	5
	6
	7
	8
	9
	10
	11
III	1
	2
	3
	4
	5
	6
	7
	8
	9
	10
	11
	12
	13
	14
	15
IV	1
	2
	3
	4
	5
	6
	7
	11
	12
	13
	14
	15
	16
V	1
	2
	3

Concession	Lot
	4
	5
	6
	7
	8
	9
	10
	11
	13
	14
	15
	16
	17
VI	3
	5
	6
	7
	8
	9
	10
	11
	12
	13
	15
VII	7
	8
	9
	10
	11
	12
	13
VIII	7
	8
	9
	10
	11
	12
	13
	14
	15
	16
	17
	18
	19
IX	8
	9
	10
	11
	12
	13
	14
	15
	16
	17
	18

Concession	Lot
	19
	20
	21
	22
X	9
	10
	11
	12
	13
	14
	15
	16
	19
	20
	21
	22
	23
	24
XI	9
	10
	11
	12
	13
	14
	15
	16
	17
	18
	19
	20
	21
	22
XII	11
	12
	13
	14
	15
	16
	17
	18
	19
	20
	21
	22
	23
	24
XIII	14
	15
	16
	17
	18
	19
	20
	21
	22
	23
	24

Concession	Lot
XIV	14
	15
	16
	17
	18
	19
	22
	23
XV	17
	18
	19
	20
	21
	22
	23
	24

as shown on maps filed in the Regional Office of the Ministry of Natural Resources at Richmond Hill as Nos. SL2-1 to SL2-83, both inclusive.  
O. Reg. 346/79, s. 2.

Schedule 3

In the Township of King in The Regional Municipality of York and being composed of those parts of the following lots and concessions:

Concession	Lot
II Old Survey—North of Highway 9	1
	2
	3
	4
	5
	6
	7
	8
	9
	10
	11
	12
	13
	14
	15
	16
	17
	18
	19
	20
	21
	22
	23
	24
	25
	26
	27
	28

Concession	Lot
III	1
	2
	3
	4
	5
	6
	7
	8
	9
I New Survey—North of Highway 9	8
	9
	10
	11
	12
	13
	14
II	14
II Survey—South of Highway 9	12
	13
	14
	15
	16
	17
	18
	19
	20
	21
	22
	23
	24
	25
	26
	27
	28
	29
	30
	31
	32
	33
	34
	35
III New Survey	18
	19
	20
	21
	22
	23
	24
	25
	26
	27
	28
	29
	30
	31
	32
	33

Concession	Lot
IV	34
	35
	17
	18
	19
	20
	21
	22
	23
	24
	25
	26
	27
	28
V	29
	30
	31
	32
	33
	34
	35
	17
	18
	19
	20
	21
	22
	23
	24
	25
	26
	27
	28
	29
	30
	31
	32
	33
	34
	35
VI	17
	18
	19
	20
	21
	22
	23
	24
	25
	26
	27
	28
	29
	30
	31
	32
	33
	34
	35

Concession	Lot
VII	17
	18
	19
	20
	21
	22
	23
	24
	25
	26
	27
	28
	29
	30
	31
	32
	33
	34
	35
VIII	16
	17
	18
	19
	20
	21
	22
	23
	24
	25
	26
	27
	28
	29
	30
	East Half 31
	East Half 32
	East Half 33
	East Half 34
	East Half 35
IX	21
	22
	23
	24
	25
	26
	27
	28
	29
	30
X	22
	23
	24
	25
	26
	27
	28
	29
	30
	31

Concession	Lot
	32
	33
	34
	35
	XI
	24
	25
	26
	27
	28
	29
	30
	31
	32
	33
	34
	35
XII	24
	25
	26
	27
	28
	29
	30
	31
	32
	33
	34
	35

as shown on maps filed in the Regional Office of the Ministry of Natural Resources at Richmond Hill as Nos. SL3-1 to SL3-126, both inclusive. O. Reg. 346/79, s. 3, *part.*

Schedule 4

In The Regional Municipality of York, more particularly described as follows:

In the Township of Georgina in The Regional Municipality of York, being that portion lying east of the former Township of North Gwillimbury in the County of York, and being composed of those parts of the following lots and concessions:

Concession	Lot
I	1
	2
	3
	4
	5
	6
	7
	8
	9
	10
	11

Concession	Lot
	12
	13
	14
II	1
	2
	3
	4
	5
	6
	7
	8
	9
	10
	11
	12
	13
	14
	15
	16
	17
III	1
	2
	3
	4
	6
	7
	8
	9
	10
	11
	12
	13
	14
	15
	16
	17
	18
	19
IV	1
	2
	3
	4
	5
	6
	7
	8
	9
	10
	11
	12
	13
	14
	15
	16
	17
	18
	19

Concession	Lot
V	1
	2
	3
	4
	5
	6
	7
	8
	9
	10
	11
	12
	13
	14
	15
	17
	18
	19
VI	1
	2
	3
	4
	5
	6
	7
	8
	9
	10
	11
	14
	15
	17
	18
	19
VII	1
	2
	3
	4
	5
	6
	7
	8
	9
	10
	11
	12
	13
	14
	15
	16
	17
	18
	19
VIII	1
	2
	3
	4
	5

Concession	Lot
	6
	7
	8
	9
	10
	11
	12
	14
	15
	16
	17
	18

as shown on maps filed in the Regional Office of the Ministry of Natural Resources at Richmond Hill as Nos. SL-4-1 to SL4-52, both inclusive.  
O. Reg. 346/79, s. 3, *part*.

Schedule 5

In The Regional Municipality of York, more particularly described as follows:

In the Township of Georgina in The Regional Municipality of York, formerly in the Township of North Gwillimbury in the County of York, and being composed of those parts of the following lots and concessions:

Concession	Lot
I	1
	2
	3
	4
	5
	6
II	1
	2
	3
	4
	5
	6
	7
	13
	14
	15
	16
	17
	18
	19
	20
	21
	22
	23
	24
	25
	26

Concession	Lot
III	1
	2
	3
	4
	6
	7
	8
	9
	10
	11
	12
	13
	14
	15
	16
	17
	18
	19
	20
	21
	22
	23
	24
	26
	27
	28
	29
IV	1
	2
	3
	4
	5
	6
	7
	8
	9
	10
	11
	12
	13
V	14
	15
	16
	17
	18
	19
	20
	21
	22
	23
	1
	2
	3
	4
	6
	7
	10
	11
	12
	13

Concession	Lot
	17
	18
	19
	20
	21
	22
	23
VI	1
	2
	3
	4
	5
	6
	7
	9
	10
	11
	12
	13
	14
	15
	16
	17
	18
	19
	20
	21
	22
	23
VII	1
	2
	3
	4
	5
	6
	7
	8
	9
	10
	11
	12
	13
	14
	15
	16
	17
	18
	19
	20
	21
	22
	23
VIII	1
	2
	3
	4
	5
	6
	7

Concession	Lot
	8
	9
	10
	11
	12
	13
	14
	15
	16
	17
	18
	19
IX	1
	2
	3
	4
	5
	6
	7
	8
	9
	10
	11
	12
	13
	14
	15
	16
	17
	18
	19

as shown on maps filed in the Regional Office of the Ministry of Natural Resources at Richmond Hill as Nos. SL5-1 to SL5-61, both inclusive.

O. Reg. 346/79, s. 3, *part*.

#### Schedule 6

In The Regional Municipality of York, more particularly described as follows:

In the Town of East Gwillimbury in The Regional Municipality of York, formerly in the Township of East Gwillimbury in the County of York, and being composed of those parts of the following lots and concessions:

Concession	Lot
III	13
	14
	15
	19
	20
	21
	22
	23
	24

Concession	Lot	Concession	Lot
	25		22
	26		23
	27		24
	28		25
	29		26
	30		27
	31		28
	32		29
	33		30
	34		31
	35		32
IV	1		33
	2		34
	3		35
	4	VI	1
	5		2
	6		3
	7		4
	8		5
	9		6
	10		7
	11		8
	12		9
	13		10
	14		11
	15		12
	16		13
	17		14
	18		15
	25		16
	26		17
	27		18
	28		19
	29		20
	30		21
	31		22
	32		23
	33		24
	34		25
	35		26
V	1		27
	2		28
	3		29
	4		30
	5		31
	6		32
	7		33
	8		34
	9		35
	10	VII	1
	11		2
	12		3
	13		4
	14		5
	15		6
	17		7
	18		8
	19		9
	20		10
	21		11

Concession	Lot
	12
	13
	14
	15
	16
	17
	18
	19
	20
	21
	22
	23
	24
	25
	26
	27
	28
	29
	30
	31
	32
	33
	34
	35
VIII	1
	2
	3
	4
	5
	6
	7
	8
	9
	10
	11
	12
	13
	14
	15
	16
	17
	18
	19
	20
	21
	22
	23
	24
	25
	26
	27
	28
	29
	30
	31
	32
	33
	34
	35

Concession	Lot
IX	5

as shown on maps filed in the Regional Office of the Ministry of Natural Resources at Richmond Hill as Nos. SL6-1 to SL6-114, both inclusive. O. Reg. 346/79, s. 3, *part*.

Schedule 7

In The Regional Municipality of York, more particularly described as follows:

In the Town of Aurora in The Regional Municipality of York and being composed of those parts of the following lots and concessions:

Concession	Lot
I West (of Yonge Street)	74
	75
	76
	77
	78
	79
	80
	81
	82
	83
	84
	85
	86
I East (of Yonge Street)	73
	74
	75
	76
	77
	78
	79
	80
	81
	82
	83
	84
	85
	86
II	72
	73
	74
	75
	76
	77
	78
	79
	80
	81

Concession	Lot
	82
	83
	84
	85
	86
III	74
	75
	76
	77
	82
	84
	85

as shown on maps filed in the Regional Office of the Ministry of Natural Resources at Richmond Hill as Nos. SL7-1 to SL7-36, both inclusive.

O. Reg. 346/79, s. 3, *part*.

Schedule 8

In The Regional Municipality of York, more particularly described as follows:

In the Town of Whitchurch-Stouffville in The Regional Municipality of York and being composed of those parts of the following lots and concessions:

Concession	Lot
III	16
	17
	23
	24
	25
	29
IV	14
	15
	16
	17
	21
	22
	23
	24
	25
	26
	27
	28
	29
	30
	31
	32
	33
	34
	35
V	14
	15
	16
	17

Concession	Lot
	18
	19
	20
	21
	22
	23
	24
	25
	26
	27
	28
	29
	30
	31
	32
	33
	34
	35
VI	14
	15
	16
	17
	18
	19
	20
	21
	22
	23
	24
	25
	26
	27
	28
	29
	30
	31
	32
	33
	34
	35
VIII	12
	13
	14
	15
	16
	17
	18
	19
	20
	21
	22
	23
	24
	25
	26
	27
	28
	29
	30
	31

Concession	Lot
	32
	33
	34
	35
IX	12
	13
	14
	15
	16
	17
	18
	19
	20
	21
	22
	23
	24
	25
	26
	27
	28
	29
	30
	31
	32
	33

as shown on maps filed in the Regional Office of the Ministry of Natural Resources as Nos. SL8-1 to SL8-69, both inclusive. O. Reg. 346/79, s. 3; *part*.

### Schedule 9

In the County of Simcoe, more particularly described as follows:

In the Township of Innisfil in the County of Simcoe and being composed of those parts of the following lots and concessions:

Concession	Lot
I	17
	18
	19
	20
	21
	22
	23
	24
II	18
	19
	20
	21
	22
	24

Concession	Lot
III	18
	19
	21
	22
	23
	24
IV	17
	18
	19
	20
	21
	22
	23
	24
	25
V	19
	20
	21
	22
	23
	24
	25
VI	8
	9
	10
	11
	12
	13
	14
	15
	19
	20
	21
	23
	24
	25
	26
	27
VII	8
	9
	10
	11
	12
	13
	14
	15
	16
	17
	18
	19
	20
	21
	22
	23
	24
	25
	26

Concession	Lot	Concession	Lot
VIII	9		25
	10		26
	11		27
	12		28
	13		
	14	XII	8
	18		9
	19		10
	23		11
	24		12
	25		16
	26		17
	27		19
IX	8		20
	9		21
	10		22
	11		23
	12		24
	13		28
	14		29
	15	XIII	12
	17		13
	18		15
	19		16
	22		22
	23		23
	24		29
	26		30
	27		31
X	6	XIV	12
	7		13
	8		14
	9		15
	10		16
	11		17
	12		18
	13		19
	18		20
	19		21
	24		22
	25		23
	26		24
	27		25
	28		26
XI	8		27
	9		28
	10		29
	11		30
	12		31
	13		32
	16		
	17		
	18		
	19		
	20		
	21		
	22		
	23		
	24		

as shown on maps filed in the Regional Office of the Ministry of Natural Resources at Richmond Hill as Nos. SL9-1 to SL9-80, both inclusive.

O. Reg. 346/79, s. 3, *part.*

REGULATION 180

under the Conservation Authorities Act

FILL, CONSTRUCTION AND  
ALTERATION TO WATERWAYS—  
UPPER THAMES RIVER

INTERPRETATION

1. In this Regulation,
- (a) "Authority" means Upper Thames River Conservation Authority;
  - (b) "building or structure" means a building or structure of any kind and without limiting the generality of the foregoing includes bridges and constructed parking areas;
  - (c) "fill" means earth, sand, gravel, rubble, rubbish, garbage, or any combination thereof, or any other material whether similar to or different from any of the aforementioned materials, used or capable of being used to raise, lower or in any way affect the contours of the ground whether the same originated on the site or elsewhere;
  - (d) "fill line" means any line designated as such on the maps referred to in the Schedules;
  - (e) "regional storm" means a storm producing in a forty-eight hour period, in a drainage area of,
    - (i) ten square miles or less, a rainfall that has the distribution set out in Table 1, or
    - (ii) more than ten square miles, a rainfall such that the number of inches of rain referred to in each case in Table 1 shall be modified by the percentage amount shown in Column 2 of Table 2, opposite the size of the drainage area set out opposite thereto in Column 1 of Table 2:

TABLE 1

2.90 inches of rain in the first 36 hours
0.25 inches of rain in the 37th hour

0.17 inches of rain in the 38th hour
0.25 inches of rain in the 39th hour
0.50 inches of rain in the 40th hour
0.66 inches of rain in the 41st hour
0.50 inches of rain in the 42nd hour
0.91 inches of rain in the 43rd hour
0.50 inches of rain in the 44th hour
0.50 inches of rain in the 45th hour
2.08 inches of rain in the 46th hour
1.49 inches of rain in the 47th hour
0.50 inches of rain in the 48th hour

TABLE 2

COLUMN 1	COLUMN 2
Drainage Area (square miles)	Percentage
0 to 10 both inclusive	100
11 to 17 both inclusive	99.2
18 to 25 both inclusive	98.2
26 to 35 both inclusive	97.1
36 to 45 both inclusive	96.3
46 to 55 both inclusive	95.4
56 to 65 both inclusive	94.8
66 to 75 both inclusive	94.2
76 to 85 both inclusive	93.5

COLUMN 1	COLUMN 2
Drainage Area (square miles)	Percentage
86 to 95 both inclusive	92.7
96 to 105 both inclusive	92.0
106 to 175 both inclusive	89.4
176 to 225 both inclusive	86.7
226 to 275 both inclusive	84.0
276 to 325 both inclusive	82.4
326 to 375 both inclusive	80.8
376 to 450 both inclusive	79.3
451 to 550 both inclusive	76.6
551 to 650 both inclusive	74.4
651 to 750 both inclusive	73.3
751 to 850 both inclusive	71.7
851 to 950 both inclusive	70.2
951 to 1050 both inclusive	69.0
1051 to 1750 both inclusive	64.4

- (f) "river", "lake", "creek", "stream" or "watercourse" means any river, lake, creek, stream or watercourse under the jurisdiction of the Authority. O. Reg. 755/73, s. 1.

2. The areas described in the Schedules are areas in which, in the opinion of the Authority, the control of flooding or pollution or the conservation of land may be affected by the placing or dumping of fill. O. Reg. 755/73, s. 2.

3. Subject to section 4, no person shall,

- (a) construct any building or structure or permit any building or structure to be constructed in or on a pond or swamp or in any area susceptible to flooding during a regional storm;
- (b) place or dump fill of any kind or permit fill to be placed or dumped in the areas described in the Schedules hereto whether such fill is already located in or upon such

area or areas or brought to or on such area or areas from some other place or places; or

- (c) straighten, change, divert or interfere in any way with the existing channel of a river, creek, stream or watercourse. O. Reg. 755/73, s. 3.

4. Subject to the *Ontario Water Resources Act* or to any private interest, the Authority may permit in writing the construction of any building or structure or the placing or dumping of fill or the straightening, changing, diverting or interfering with the existing channel of a river, creek, stream or watercourse to which section 3 applies, if, in the opinion of the Authority, the site of the building or structure or the placing or dumping and the method of construction or placing or dumping or the straightening, changing, diverting or interfering with the existing channel will not affect the control of flooding or pollution or the conservation of land. O. Reg. 755/73, s. 4.

5. No person shall commence to construct any building or structure or dump or place fill or straighten, change, divert or interfere with the existing channel of a river, creek, stream or watercourse in any area to which section 3 applies before the permission required by section 4 has been obtained. O. Reg. 755/73, s. 5.

6.—(1) A signed application for permission to construct a building or structure shall be filed with the Authority and shall include,

- (a) four copies of a plan of the property showing the proposed location of the building or structure, its elevation and the proposed final grade plan;
- (b) four copies of a complete description of the type of building or structure to be constructed, including drainage details;
- (c) four copies of a statement of the dates between which the construction will be carried out; and
- (d) four copies of a statement of the proposed use of the building or structure following completion of the construction.

(2) A signed application for permission to place or dump fill shall be filed with the Authority and shall include,

- (a) four copies of a plan of the property on which fill is to be placed, showing the proposed location of filling, the depth to which it is proposed to fill and the proposed final grade of the land when filling is completed;

- (b) four copies of a complete description of the type of fill proposed to be placed or dumped;
- (c) four copies of a statement of the dates between which the placing or dumping will be carried out; and
- (d) four copies of a statement of the proposed use of the land following completion of placing or dumping.

(3) A signed application for permission to straighten, change, divert or interfere in any way with the existing channel of a river, creek, stream or watercourse shall be filed with the Authority and shall include,

- (a) four copies of a plan on which shall be shown on plan view and cross section the details of such straightening, change, diversion or interference;
- (b) four copies of a description of the protective measures to be undertaken;
- (c) four copies of a statement of the dates between which the straightening, changing, diverting or interfering will be carried out; and
- (d) four copies of a statement of the purpose of the proposed work. O. Reg. 755/73, s. 6.

7. The Authority may at any time withdraw any permission given under this Regulation if, in the opinion of the Authority, the conditions of the permit are not complied with. O. Reg. 755/73, s. 7.

8. Staff members of the Authority are appointed officers to enforce this Regulation. O. Reg. 555/74, s. 1.

#### Schedule 1

That part of the watershed of the Thames River in the County of Middlesex extending upstream from the northwesterly corner of the City of London, adjacent to Lot 28 in Concession II of the Township of London to,

- (a) the Fanshawe Dam on the north branch of the River Thames, in Lot 3 in concessions III and IV in the Township of London; and
- (b) the road forming the boundary between the Township of Westminster and the Township of Dorchester North at the bridge crossing the south branch of the River Thames,

as shown on maps filed in the office of the Registrar of Regulations at Toronto as Nos. 560 to 593, both inclusive. O. Reg. 755/73, Sched. 1.

#### Schedule 2

That part of the watershed of the Thames River in the Town of Mitchell and in the townships of Fullarton and Logan, all in the County of Perth, extending upstream from,

- (a) the road allowance between concessions II and III in the Township of Fullarton to the road allowance between concessions II and III in the Township of Logan; and
- (b) the confluence of Whirl Creek with the Thames River to the line between lots 22 and 23 in Concession I in the Township of Fullarton, being the easterly limit of the Town of Mitchell,

as shown on maps filed in the office of the Registrar of Regulations at Toronto as Nos. 607 and 608. O. Reg. 755/73, Sched. 2.

#### Schedule 3

That part of the watershed of the Thames River in the City of Stratford in the County of Perth upstream from the westerly boundary of that city lying northeast of the line between concessions I and II in the Township of Downie and southeast of the lot line between lots 3 and 4 in Concession II in that township to the easterly boundary of that city, being the line between lots 44 and 45 in Concession I in the Township of North Easthope, as shown on maps filed in the office of the Registrar of Regulations at Toronto as Nos. 609 and 610. O. Reg. 755/73, Sched. 3.

#### Schedule 4

That part of the watershed of the Thames River in the County of Perth extending upstream,

- (a) from the southwesterly boundary of the Town of St. Marys adjacent to Lot 26 in the Thames River Concession in the Township of Blanshard to the northerly limit of the Town of St. Marys adjacent to lots 15 and 16 in Concession XV in the Township of Blanshard; and
- (b) along Trout Creek from its confluence with the Thames River to the northerly limit of the easterly limit of the Town of St. Marys adjacent to Lot 16 in Concession XIX in the Town of St. Marys,

as shown on maps filed in the office of the Registrar of Regulations at Toronto as Nos. 652, 653 and 654.

O. Reg. 755/73, Sched. 4.

**Schedule 5**

That part of the watershed of the South Branch or main branch of the Thames River extending from the easterly boundary of the former townships of North Oxford and West Oxford with the westerly boundary of the City of Woodstock along the Thames River, including parts of the former townships of North Oxford and West Oxford, the Town of Ingersoll and the Township of North Dorchester to the westerly boundary of the Township of North Dorchester south of the River Thames and the extension of that line in a

northerly direction as shown on a map filed in the office of the Registrar of Regulations at Toronto as No. 1617. O. Reg. 755/73, Sched. 5.

**Schedule 6**

That part of the watershed of the South Branch or the main branch of the Thames River and Cedar Creek, all within the limits of the City of Woodstock, as shown on maps filed in the office of the Registrar of Regulations at Toronto as Nos. 1618 to 1620, both inclusive. O. Reg. 755/73, Sched. 6.

## REGULATION 181

### under the Consumer Protection Act

#### GENERAL

##### INTERPRETATION

1.—(1) In this Regulation, “branch office” means a place at which the public is invited to deal in the conduct of the business of an itinerant seller. R.R.O. 1970, Reg. 128, s. 1 (1).

(2) For the purposes of subsection 19 (1) of the Act, “warranty or guarantee” means a warranty or guarantee that is enforceable by a buyer against a seller. R.R.O. 1970, Reg. 128, s. 1 (2); O. Reg. 258/74, s. 1 (1).

(3) For the purposes of,

(a) subclause 24 (a) (i) of the Act, “cash” includes the sum remaining unpaid under a previous extension of credit, in an amount determined under section 23 of this Regulation, that the borrower and lender agree is to be consolidated with the extension of credit in respect of which the statement is given; and

(b) subclause 24 (a) (ii) of the Act, “cash price” includes the sum remaining unpaid under a previous extension of credit, in an amount determined under section 23 of this Regulation, that the buyer and seller agree is to be consolidated with the extension of credit in respect of which the statement is given. R.R.O. 1970, Reg. 128, s. 1 (3); O. Reg. 258/74, s. 1 (2, 3).

##### EXEMPTIONS

2.—(1) The provisions of the Act do not apply to a person who,

(a) borrows in the course of carrying on business or who lends to a person who borrows in the course of carrying on business;

(b) buys goods or services for purposes of resale in the ordinary course of trade or for use in the further production of goods or services; or

(c) who sells goods or services to a person referred to in clause (b). R.R.O. 1970, Reg. 128, s. 2 (1).

(2) The provisions of section 19 of the Act do not apply to a buyer or seller under an executory contract under an agreement for variable credit for which the

borrower incurs no cost of borrowing. R.R.O. 1970, Reg. 128, s. 2 (2); O. Reg. 258/74, s. 2 (1).

(3) The provisions of subsections 4 (1) and (3) of the Act do not apply to,

(a) a motor vehicle dealer registered under the *Motor Vehicle Dealers Act*; or

(b) an insurer, insurance agent or an insurance broker licensed under the *Insurance Act*. R.R.O. 1970, Reg. 128, s. 2 (3); O. Reg. 258/74, s. 2 (2).

(4) The provisions of section 21 of the Act do not apply to the sale of a motor vehicle by a seller who is registered under the *Motor Vehicle Dealers Act*.

O. Reg. 201/71, s. 2; O. Reg. 258/74, s. 2 (3).

(5) The provisions of section 22 of the Act do not apply to a seller who acquires title to a trade-in under an executory contract. R.R.O. 1970, Reg. 128, s. 2 (4); O. Reg. 258/74, s. 2 (4).

#### PART I

##### REGISTRATION

3.—(1) An application for registration as an itinerant seller or a renewal thereof shall be in Form 1.

(2) A notice by an itinerant seller under,

(a) clause 12 (1) (a) of the Act, shall be in Form 2; and

(b) clause 12 (1) (b) of the Act, shall be in Form 2 and Form 3. O. Reg. 844/80, s. 1.

##### FEES

4. Fee payable to the Registrar is as follows:

1. Upon application for registration as an itinerant seller or renewal thereof . . . \$80  
O. Reg. 844/80, s. 2.

5. An itinerant seller shall obtain a separate registration, on application, for each trade name under which he carries on business as an itinerant seller. R.R.O. 1970, Reg. 128, s. 5.

##### TERMS AND CONDITIONS OF REGISTRATION

6.—(1) Every registration expires on the date shown on the certificate of registration unless the pre-

scribed application for renewal of registration, together with the prescribed fee, is filed with the Registrar prior to the date of expiry. O. Reg. 844/80, s. 3.

(2) Every registration is conditional for a sixty-day period following registration pending verification of the registrant's application.

(3) Every applicant for registration shall state in the application an address for service in Ontario.

(4) Every person registered as an itinerant seller shall maintain a permanent place of business in Ontario.

(5) Where the registration of an itinerant seller is revoked, suspended or cancelled or, where he has voluntarily gone out of business, the itinerant seller shall immediately return his certificate of registration to the Registrar by registered mail. O. Reg. 149/71, s. 1, *part*.

(6) Where a notice of intention to cancel a bond has been served on the Registrar under section 10, and the bond has been cancelled on the date stated in the notice, the registration of the itinerant seller shall no longer be valid unless prior to that date a replacement bond has been received by the Registrar. O. Reg. 966/74, s. 1.

(7) The Registrar may require further information or material to be submitted by any applicant or any registrant within a specified time limit and may require verification by affidavit or otherwise of any information or material then or previously submitted. O. Reg. 149/71, s. 1, *part*.

7. Where an itinerant seller is a corporation it shall, within five days after the event, notify the Registrar in Form 2 and Form 3 where there is a change in a director of the corporation or in Form 2 where there is a change in its controlling interest. O. Reg. 844/80, s. 4.

#### BONDS

8.—(1) Every application for registration shall be accompanied by the prescribed fee and a bond in such amount and form as is prescribed.

(2) The bond shall be,

- (a) the bond of a guarantee company approved under the *Guarantee Companies Securities Act*;
- (b) a personal bond accompanied by collateral security; or
- (c) the bond of a guarantor, other than a guarantee company, accompanied by collateral security,

and shall be in the principal amount of \$5,000.

(3) The classes of negotiable security that may be accepted as collateral security for a bond are,

- (a) bonds issued or guaranteed by Canada; or
- (b) bonds issued or guaranteed by any province of Canada. R.R.O. 1970, Reg. 128, s. 6 (1-3).

(4) The market value of the collateral security referred to in subsection (3) shall be posted with the Treasurer of Ontario and maintained at an amount not less than \$5,000. R.R.O. 1970, Reg. 128, s. 6 (4); O. Reg. 149/71, s. 2.

(5) The bond referred to in subsection (1) shall be in Form 5, Form 6 or Form 7, as the case may be.

O. Reg. 684/75, s. 2.

#### TRUST FUNDS

9.—(1) All moneys received by a seller under an executory contract to which Part II of the Act applies and that is subject to rescission shall be retained by the seller in trust for the buyer until the contract is rescinded under section 21 of the Act or until the period for rescission has expired, whichever is the later. R.R.O. 1970, Reg. 128, s. 7 (1); O. Reg. 258/74, s. 3.

(2) Where money is paid, whether by way of deposit or otherwise, on account of the proposed purchase of goods or services but no binding contract is entered into in respect of the goods and no delivery of the goods or any part thereof has been made to the buyer or no performance of the services has been made, the seller shall retain the money in trust for the buyer until,

- (a) the goods are delivered or the services performed;
- (b) the buyer requests the refund in full of the moneys paid; or
- (c) subject to subsection (1), a binding contract is entered into.

(3) Every seller shall maintain a ledger account in which shall be entered full details of all trust moneys so received and disbursements therefrom and shall keep all trust moneys retained by him separate and apart from his own moneys. R.R.O. 1970, Reg. 128, s. 7 (2, 3).

#### FORFEITURE OF BONDS

10. A bond may be cancelled by any person bound thereunder by giving to the Registrar and the itinerant seller named in the bond, at least two months notice in writing of intention to cancel and, subject to section 11, the bond shall be deemed to be cancelled on the date stated in the notice, which date

shall be not less than two months after the receipt of the notice by the Registrar. O. Reg. 149/71, s. 3, *part*.

11. For the purpose of every act or omission occurring,

- (a) during the period of registration; or
- (b) during the period prior to cancellation of the bond under section 10 where there has been no termination of registration,

every bond shall continue in force and the collateral security, if any, shall remain on deposit for a period of two years following the termination of the registration or the cancellation of the bond, as the case may be. O. Reg. 149/71, s. 3, *part*.

12. Where a bond has been cancelled or the registration has been terminated, and the bond has not been forfeited, the Treasurer of Ontario may, two years following the termination of the registration to which the bond relates or two years after the cancellation of the bond, deliver the collateral security to the person who deposited such security. O. Reg. 149/71, s. 3, *part*.

13. The Registrar may declare any bond mentioned in section 8 forfeited,

- (a) where a registered itinerant seller, including any member of a partnership, in respect of whose conduct the bond has been conditioned has been convicted of,

- (i) an offence under the Act, or

- (ii) an offence involving fraud or theft or conspiracy to commit an offence involving fraud or theft under the *Criminal Code* (Canada), and the conviction has become final;

- (b) where proceedings by or in respect of a registered itinerant seller, including any member of a partnership, in respect of whose conduct the bond has been conditioned, have been taken under the *Bankruptcy Act* (Canada), either by way of assignment, or by petition, or where proceedings have been taken by way of winding-up, and in the case of a petition, a receiving order under the *Bankruptcy Act* (Canada), or a winding-up order has been made, and the order has become final;

- (c) where a judgment based on a finding of fraud has been given against a registered itinerant seller, including any member of a partnership, in respect of whose conduct the bond has been conditioned and the judgment has become final; or

- (d) where judgment has been given against a registered itinerant seller, including any

member of a partnership, in respect of whose conduct the bond has been conditioned, on any claim arising out of a sale of goods or services made in the course of his business as an itinerant seller, and the judgment has remained unsatisfied for a period of ninety days,

and thereupon the amount thereof becomes due and owing by the person bound thereby as a debt due the Crown in right of Ontario. O. Reg. 149/71, s. 3, *part*.

14. Where a bond secured by the deposit of collateral security is forfeited under section 13, the Treasurer of Ontario may sell the collateral security at the current market price. O. Reg. 149/71, s. 3, *part*.

15. Where the Crown in right of Ontario becomes a creditor of a person in respect of a debt to the Crown arising from the provisions of section 13, the Registrar may take such proceedings as he sees fit under the *Bankruptcy Act* (Canada), the *Judicature Act*, the *Business Corporations Act* or the *Winding-up Act* (Canada) for the appointment of an interim receiver, custodian, trustee, receiver or liquidator, as the case may be. O. Reg. 149/71, s. 3, *part*.

16.—(1) The Treasurer of Ontario may in his discretion,

- (a) assign any bond forfeited under section 13 and transfer the collateral security, if any;

- (b) pay over any money recovered under the bond;

- (c) pay over any money realized from the sale of the collateral security under section 14,

to any person who,

- (d) is a judgment creditor of any itinerant seller, including any member of a partnership, in respect of whose conduct the bond has been conditioned where the judgment was based on a claim arising out of a sale of goods or services;

- (e) in respect of a claim for less than \$100 against any itinerant seller, including any member of a partnership, in respect of whose conduct the bond has been conditioned, arising out of a sale of goods or services, satisfies the Registrar as to the validity of such claim; or

- (f) has proven a claim in bankruptcy against any itinerant seller, including any member of a partnership in respect of whose conduct the bond has been conditioned, in respect of any claim arising out of a sale of goods or services,

provided that the claim or transaction occurred during the period referred to in clause 11 (a) or (b).

(2) The Treasurer of Ontario may, where he considers it advisable, without any order, pay the whole or any part of the proceeds referred to in clause (1) (a) or (c) to the Accountant of the Supreme Court in trust for such persons as are or may become entitled to share in the proceeds of the bond under the provisions of subsection (1). O. Reg. 149/71, s. 3, *part*.

17. Where a bond has been forfeited and the Treasurer of Ontario has not received notice in writing of any claim against the proceeds of the bond or such part as remains in his hands within two years of the forfeiture, the Treasurer of Ontario may pay the proceeds of the bond or the collateral security, or any part remaining, to any person who made a payment under the bond or who deposited the collateral security, after first deducting the amount of any expenses that have been incurred in connection with any investigation or otherwise relating to the itinerant seller, including any member of a partnership, in respect of whose conduct the bond was conditioned. O. Reg. 149/71, s. 3, *part*.

## PART II

### DISCLOSURE

#### 18. In this Part,

- (a) "annual percentage rate" means for the purposes of sections 19 and 20 a percentage that is 365 times greater than a daily percentage rate that, when multiplied by the balance of the principal sum outstanding at the end of each day during the term of the contract will produce a sum that equals the cost of borrowing, or sums, the total of which equal the cost of borrowing;
- (b) "approximately" means an interval or amount that does not vary from the average interval or amount by more than 10 per cent;
- (c) "median amount" means an amount that is half way between one amount and another amount;
- (d) "payment period" means the number of days that elapse between the dates upon which a payment is required in an agreement;
- (e) "principal sum" means the sum stated in clause 24 (a) or (c) of the Act, which shall be deemed to be unpaid or outstanding for at least one day, and the unpaid balances thereof from time to time outstanding but does not include any amount or amounts that are components of the cost of borrowing;
- (f) "regular payment contract" means a contract in which payments are required at approximately equal intervals and in ap-

proximately equal amounts during the term of the contract. R.R.O. 1970, Reg. 128, s. 13; O. Reg. 258/74, s. 4.

19. The percentage required by clause 24 (c) of the Act shall be calculated, expressed and applied with respect to an extension of credit in the following manner:

- 1. Subject to paragraphs 4 and 5 and to section 20, the percentage that a lender shall disclose with respect to an extension of credit shall be the annual percentage rate applicable to the contract.
- 2. The annual percentage rate shall be deemed to have been charged not in advance on the principal sum from time to time outstanding, so long as the payments required to be made by the borrower are made as they become due and such payments are applied first to the reduction of the accrued cost of borrowing.
- 3. For the purposes of paragraph 2, the cost of borrowing shall be deemed to be charged daily and summed until the next succeeding payment becomes due and the accrued cost of borrowing is that amount which is so charged and summed at any given time.
- 4. Where a contract provides for approximate monthly payment periods, the rate that shall be deemed to have been applied monthly under paragraphs 1, 2 and 3 shall be one-twelfth of the annual percentage rate.
- 5. Where a contract provides for payments at periods other than approximately monthly, the rate that shall be deemed to have been applied under paragraphs 1, 2 and 3 with respect to each payment shall be the same fraction of the annual percentage rate that the payment period is of one year. R.R.O. 1970, Reg. 128, s. 14; O. Reg. 258/74, s. 5.

20.—(1) In this section, "amount of the credit" means the sum stated in clause 24 (a) or (c) of the Act. R.R.O. 1970, Reg. 128, s. 15 (1); O. Reg. 258/74, s. 6 (1).

(2) The annual percentage rate required to be disclosed under section 19 may be a rate that differs by not more than one per cent from the annual percentage rate that the cost of borrowing bears to the amount of the credit, except that a greater arithmetic difference may be permitted in a regular payment contract, in which case the annual percentage rate required to be disclosed may be the actual annual percentage rate that the cost of borrowing bears to an amount that differs by not more than \$5 from the amount of the credit. R.R.O. 1970, Reg. 128, s. 15 (2).

(3) In addition to the tolerance permitted by subsection (2), where the due date of the first instalment in an extension of credit having approximately monthly payments and a term of six months or more is not less than fifteen or more than forty-five days after the credit is advanced, it may be deemed by the lender, for the purposes of the statement required by section 24 of the Act, that the credit was advanced on a date not more than thirty-one days immediately prior to the due date of the first instalment. R.R.O. 1970, Reg. 128, s. 15 (3); O. Reg. 258/74, s. 6 (2).

21.—(1) Subject to subsections (2), (3) and (4), the annual percentage or scale of annual percentages that a lender shall disclose pursuant to clause 25 (2) (a) and to section 26 of the Act shall be the rate or scale of annual percentage rates that, when applied in the manner prescribed in subsection (2) or (3) of this section to the unpaid balance at the end of the preceding month or period, will yield a sum that equals the cost of borrowing, or sums, the total of which equals the cost of borrowing. R.R.O. 1970, Reg. 128, s. 16 (1); O. Reg. 258/74, s. 7.

(2) Where a contract for variable credit provides for monthly payments, the percentage rate that shall be applied monthly under subsection (1) shall be one-twelfth of the annual percentage rate.

(3) Where a contract for variable credit provides for payments at periods other than monthly, the percentage rate that shall be applied under subsection (1) with respect to each payment period shall be the same fraction of the annual percentage rate that the payment period is of one year.

(4) For the purposes of subsection (1), the cost of borrowing may be computed within a range,

- (a) not in excess of \$10 on the median amount in a selected range of outstanding balances, where the largest amount in the range is not more than \$1,000; or
- (b) not in excess of \$20 on the median amount in a selected range of outstanding balances where the smallest amount in the range is more than \$1,000,

so long as the cost of borrowing is applied to all outstanding balances within the range. R.R.O. 1970, Reg. 128, s. 16 (2-4).

22.—(1) In this section,

- (a) "denominator" means the sum of the balances of the obligation at the beginning of the contract and at the end of each period in accordance with the schedule of payments required as originally scheduled;
- (b) "lender" includes any assignee of the lender;

(c) "numerator" means the sum of the balances at the beginning of the contract and the balances unpaid at the end of each period up to the date of full payment of the total obligation;

(d) "obligation" means the total amount payable when the contract was entered into;

(e) "period" means an interval of time not in excess of thirty-one days;

(f) "unit" means the amount produced by dividing the obligation by the number of months in the contract.

(2) Subject to subsections (4), (5), (6), (7), (8), (9) and (10), where an amount, due under an extension of credit wherein the cost of borrowing is precomputed, is paid in advance of the due date, the lender may retain a proportion of the cost of borrowing calculated, when the amount of the obligation is fully paid, by dividing the numerator by the denominator, so long as the period in the numerator is equal to the period in the denominator, to produce a fraction, which fraction shall be multiplied by the cost of borrowing and the resultant sum is the amount to be retained by the lender.

(3) Where the original term of the transaction is varied by one or more extensions of payment, the extended payment or payments shall be deemed to have been made as originally scheduled.

(4) Subject to subsections (5) and (6), the lender shall allow the borrower a rebate of the cost of borrowing less the retention allowed the lender under subsection (2).

(5) Except where the prepayment is made under an arrangement for refinancing or for the extension of additional credit, the lender is entitled, in addition to the amount allowed under subsection (2), to retain an amount equal to not more than \$20 or one-half of the rebate as computed in subsection (4), whichever is the lesser, and the borrower is entitled to a rebate of the remainder of the cost of borrowing.

(6) Where the rebate required to be given under subsection (4) is less than \$2, the borrower is not entitled to the rebate.

(7) Where a payment is received after it had become due, the lender may deem that the payment had been received on the instalment due date.

(8) Where a payment is received before it is due, the lender shall deem that the payment has been received not later than the end of the period in which the payment has been received.

(9) Where a regular payment contract requires payments monthly or more frequently or less frequently

than monthly and the obligation is paid in full before the term of the contract has expired, the obligation shall be deemed by the lender to have been substantially prepaid if the actual balance due, exclusive of default charges, at the end of the period immediately preceding the date of the payment in full plus the greater of one unit or 15 per cent of the obligation is less than the balance at the end of the preceding period as such balance was originally scheduled.

(10) Notwithstanding subsection (8), where the obligation has not been substantially prepaid as described in subsection (9), the lender may deem that the balances in the numerator are identical to the balances in the denominator up to the end of the period preceding the payment in full or up to the end of the period in which the payment in full is made, whichever period date is nearest to the actual date of the payment in full. R.R.O. 1970, Reg. 128, s. 17.

23.—(1) For the purposes of section 28 of the Act, "paid in full" includes the consolidation in an agreement to extend credit of a sum owing under a previous agreement to extend credit. R.R.O. 1970, Reg. 128, s. 18 (1); O. Reg. 258/74, s. 8.

(2) Where a borrower or a buyer, as the case may be, pays in full under the circumstances referred to in subsection (1), the amount allowed to the borrower or buyer shall be determined under section 22 and shall include the unearned portion of any insurance premium required to be paid by the borrower or the buyer under the original agreement. R.R.O. 1970, Reg. 128, s. 18 (2).

24.—(1) Where a lender represents, or causes to be represented, in print, his charge for credit, the lender shall provide an example of the calculation of the charge and the rate represented thereby. R.R.O. 1970, Reg. 128, s. 19 (1).

(2) The representations required to be made by a lender under section 29 of the Act,

- (a) shall, in the case of a lender who advertises in a place other than his business premises, be printed on the advertisement;
- (b) may, in the case of a lender who advertises in his business premises, be omitted from the advertisement, so long as a statement is printed on the advertisement that the charge for credit and the calculation therefor and the other terms of the credit transaction may be obtained from a source on the lender's business premises; and
- (c) shall, where the advertisement is printed on a page in a catalogue, refer to a page or pages in the catalogue where the charge for credit and the calculation therefor and the other terms of the credit transaction may be obtained. R.R.O. 1970, Reg. 128, s. 19 (2); O. Reg. 258/74, s. 9.

(3) Where a lender represents, or causes to be represented, orally his charge for credit by radio or television broadcast, or otherwise, the lender shall provide an example of the calculation of the charge and the rate represented thereby. R.R.O. 1970, Reg. 128, s. 19 (3).

25. A request for voluntary cancellation of registration pursuant to subsection 7 (7) of the Act shall be in Form 4. O. Reg. 684/75, s. 3.

Form 1

Consumer Protection Act

APPLICATION FOR BUSINESS REGISTRATION OR RENEWAL

THE UNDERSIGNED APPLIES TO THE REGISTRAR FOR REGISTRATION AS AN

ITINERANT SELLER UNDER THE CONSUMER PROTECTION ACT

	<input checked="" type="checkbox"/> Check One
New Registration	<input type="checkbox"/> A
Renewal of Registration	<input type="checkbox"/> R
	<input checked="" type="checkbox"/> Check One
Sole Proprietor	4 <input type="checkbox"/>
Partnership	5 <input type="checkbox"/>
Corporation	6 <input type="checkbox"/>
Date of Application	
Yr	Mo Dy

AND FOR THE PURPOSE OF OBTAINING REGISTRATION GIVES THE FOLLOWING INFORMATION:

Application on behalf of		
Name under which Business will be operated (if different from above)		
Business Address - Street		Apartment/suite
City	Province	Postal Code
Mailing Address (if different from above) - Street		Apartment/Suite
City	Province	Postal Code



FOR CORPORATIONS ONLY

Date of Incorporation		Jurisdiction of Incorporation <input type="checkbox"/> Ontario <input type="checkbox"/> Other		If other Please specify:	
Name of Shareholder of Record	Address of Shareholder of Record		Occupation of Shareholder of Record	No. of Shares held	No. of Equity (Voting) Shares held
Total number of shares issued to date					
Total number of shares issued to date which carry voting rights					
Enter total number of equity (voting) shares beneficially owned directly or indirectly, by non-residents of Canada or over which non-residents of Canada exercise control or direction					
Is the corporation entitled to offer its shares to the public?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
Are any of the above shares held for a beneficial shareholder?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
If yes, give full particulars below:					
Name of Shareholder of Record	Name of Beneficial Shareholder	Address of Beneficial Shareholder	Occupation of Beneficial Shareholder	No. of Shares Beneficially held	No. of Equity (Voting) Shares Benefic held

FOR SOLE PROPRIETORS OR PARTNERS OF A PARTNERSHIP

Name of Applicant or Partner			Check One (✓) <input type="checkbox"/> Canadian Citizenship <input type="checkbox"/> Landed Immigrant Status <input type="checkbox"/> Employment Visa		
Sex M <input type="checkbox"/> F <input type="checkbox"/>	Canadian Resident? YES <input type="checkbox"/> NO <input type="checkbox"/> If yes, how long?		Yr Birth Date Mo Dy	Marital Status	Spouses Occupation
Hair	Eyes	Height	Weight	Build	Special Marks
Name of Partner			Check One (✓) <input type="checkbox"/> Canadian Citizenship <input type="checkbox"/> Landed Immigrant Status <input type="checkbox"/> Employment Visa		
Sex M <input type="checkbox"/> F <input type="checkbox"/>	Canadian Resident? YES <input type="checkbox"/> NO <input type="checkbox"/> If yes, how long?		Yr Birth Date Mo Dy	Marital Status	Spouses Occupation
Hair	Eyes	Height	Weight	Build	Special Marks

THE NATURE OF BUSINESS TO BE CARRIED ON WILL BE \_\_\_\_\_

Provide the name and address of the Financial Institution where you maintain a Trust Account.

Name of Financial Institution	Branch Address	Account Number
-------------------------------	----------------	----------------

Attach a list of any additional trade names under which you carry on business showing trade name, business address and business telephone number. Attach a completed, sample copy of every executory contract presently used in your business of itinerant selling.

**NOTE:** The granting of renewal of registration does not constitute approval of the executory contract(s) submitted.

**EXPLANATION OF DIFFERENCE**

Trust account information as of date of application for renewal.

1) Trust account reconciled bank balance	(a)	\$	
2) Balance of trust liability (trust ledger)	(b)	\$	
Difference (if any)		\$	

**NOTE 2:** If (a) and (b) do not agree, explain difference.

**Officers/Partners/Directors/Sole Proprietor**

Check one (✓) for each person.

Effective Date YR MO DY	New (✓) <input type="checkbox"/> Termination <input type="checkbox"/>	Registration No.	Surname	First Name	Initials	Status	
						Active <input type="checkbox"/>	Non Active <input type="checkbox"/>
			Birthdate Yr Mo Dy	Sex M <input type="checkbox"/> F <input type="checkbox"/>	Position held in company		Position Code
Residence Address - Street			City	Province	Postal Code	Telephone No.	

Effective Date YR MO DY	New (✓) <input type="checkbox"/> Termination <input type="checkbox"/>	Registration No.	Surname	First Name	Initials	Status	
						Active <input type="checkbox"/>	Non Active <input type="checkbox"/>
			Birthdate Yr Mo Dy	Sex M <input type="checkbox"/> F <input type="checkbox"/>	Position held in company		Position Code
Residence Address - Street			City	Province	Postal Code	Telephone No.	

Signature of Applicant/s

**NOTE:** For Corporations the application must be signed by an officer and a director, or by two officers.  
For Partnerships the application must be signed by all partners.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

**WARNING.** It is an offence to knowingly provide false information on this application.

O. Reg. 844/80, s. 5, *part.*

## Form 2

*Consumer Protection Act*

## NOTICE OF BUSINESS CHANGE

Check one (✓)	
Sole Proprietor	4 <input type="checkbox"/>
Partnership	5 <input type="checkbox"/>
Corporation	6 <input type="checkbox"/>

I/We

Registered Business Name		
Business Address - Street	Apartment/Suite	
City	Province	Postal Code

Registration No.		
Date of Notification		
Yr	Mo	Dy

hereby notify the Registrar of the following changes:

## NAME AND ADDRESS CHANGES

New Name
New Trading Name

Business Address - Street	Apartment/Suite	
City	Province	Postal Code

Mailing Address (if different from above) - Street	Apartment/Suite	
City	Province	Postal Code

FOR CORPORATIONS ONLY

Give details of all changes in shareholders together with the number of shares held by each as of the date of change. Where shareholders are nominees, or hold shares in trust, give the name of the beneficial owner of such shares. Include both the additions to and deletions from the record of shareholders.

DELETIONS

Name of Shareholder of Record	Address of Shareholder of Record	Occupation of Shareholder of Record	No. of Shares Held	No. of Equity (Voting) Shares Held

ADDITIONS

Name of Shareholder of Record	Address of Shareholder of Record	Occupation of Shareholder of Record	No. of Shares Held	No. of Equity (Voting) Shares Held
Total number of shares issued to date .....				
Total number of shares issued to date which carry voting rights .....				
Enter Total number of equity (voting) shares beneficially owned directly or indirectly, by non-residents of Canada or over which non-Residents of Canada exercise control or direction .....				

Are any of the above shares held for a beneficial shareholder..... ☐ YES ☐ NO  
If yes, give full particulars below:

Name of Shareholder Of Record	Name of Beneficial Shareholder	Address of Beneficial Shareholder	Occupation of Beneficial Shareholder	No. of Shares Beneficially Held	No. of Equity (Voting) Shares Benefic. Held

Is there any person or corporation whose name is not disclosed above who has any financial interest in the applicant beneficially, or who otherwise exercises control or direction over the applicant?..... ☐ YES ☐ NO  
If yes, give full particulars below.

Name	Address	Full Particulars

THE NATURE OF BUSINESS TO BE CARRIED ON WILL BE _____		
Provide the name and address of the Financial Institution where you maintain a Trust Account.		
Name of Financial Institution	Branch Address	Account Number
Attach a list of any additional trade names under which you carry on business showing trade name, business address and business telephone number. Attach a completed sample copy of every executory contract presently used in your business of itinerant selling.		
<b>NOTE:</b> The granting of renewal of registration does not constitute approval of the executory contract(s) submitted.		

Officers/Partners/Directors/Sole Proprietor

Check one (✓) for each person.

Effective Date YR MO DY 	New (✓) <input type="checkbox"/> Termination <input type="checkbox"/>	Registration No.	Surname	First Name	Initials	Status Active <input type="checkbox"/> Non-Active <input type="checkbox"/>
Birthdate Yr Mo Dy 		Sex M <input type="checkbox"/> F <input type="checkbox"/>	Position held in company			
Residence Address - Street			City	Province	Postal Code	Telephone No

  

Effective Date YR MO DY 	New (✓) <input type="checkbox"/> Termination <input type="checkbox"/>	Registration No.	Surname	First Name	Initials	Status Active <input type="checkbox"/> Non-Active <input type="checkbox"/>
Birthdate Yr Mo Dy 		Sex M <input type="checkbox"/> F <input type="checkbox"/>	Position held in company			
Residence Address - Street			City	Province	Postal Code	Telephone No

  

Effective Date YR MO DY 	New (✓) <input type="checkbox"/> Termination <input type="checkbox"/>	Registration No.	Surname	First Name	Initials	Status Active <input type="checkbox"/> Non-Active <input type="checkbox"/>
Birthdate Yr Mo Dy 		Sex M <input type="checkbox"/> F <input type="checkbox"/>	Position held in company			
Residence Address - Street			City	Province	Postal Code	Telephone No

  

Effective Date YR MO DY 	New (✓) <input type="checkbox"/> Termination <input type="checkbox"/>	Registration No.	Surname	First Name	Initials	Status Active <input type="checkbox"/> Non-Active <input type="checkbox"/>
Birthdate Yr Mo Dy 		Sex M <input type="checkbox"/> F <input type="checkbox"/>	Position held in company			
Residence Address - Street			City	Province	Postal Code	Telephone No

Signature of Applicant(s)		
NOTE: For Corporations the application must be signed by an officer and a director, or by two officers. For Partnerships the application must be signed by all partners		
Dated at _____, this _____ day of _____, 19____		
<b>WARNING</b> It is an offence to knowingly provide false information on this application.		



a) Is the applicant registered, or has the applicant ever been licenced or registered, under any other act? ..... ☐ YES ☐ NO  
If yes, give full particulars: .....

b) Has the applicant ever had a licence or registration of any kind refused, suspended, revoked or cancelled? ..... ☐ YES ☐ NO  
If yes, give full particulars: .....

Have you any business association with any individual, firm, partnership, or corporation currently holding registration under any provincial statute? ☐ yes ☐ no

If yes, give full particulars: .....

Will you be engaged, occupied or employed in any other business, occupation or profession? ..... ☐ yes ☐ no

If yes, give full particulars: .....

a) Is the applicant a discharged or undischarged bankrupt, or presently a party to bankruptcy proceedings? ..... ☐ YES ☐ NO

b) Has the applicant ever been (or is he now) an officer, director, or majority shareholder of a corporation which has been declared bankrupt, or which is now a party to bankruptcy proceedings? ..... ☐ YES ☐ NO

Are there any unpaid judgments outstanding against you? ..... ☐ yes ☐ no

If yes, submit a copy of each judgment.

Have you ever been convicted under any law of any country, or state, or province thereof, of an offence, or are there any proceedings now pending? ..... ☐ yes ☐ no

If yes, give full particulars: .....

Signature of new Officer/ON DIRECTOR

**WARNING:** It is an offence to knowingly provide false information on this application.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Form 4

Consumer Protection Act

REQUEST FOR VOLUNTARY CANCELLATION OF REGISTRATION

To the Registrar of the Consumer Protection Bureau

I, .....  
hereby request that my registration as an itinerant seller be cancelled, and I hereby surrender my registration.  
.....  
(witness) (signature of registrant)

Dated at ..... this ..... day of ....., 19....  
O. Reg. 684/75, s. 4, part.

Form 5

Consumer Protection Act

BOND OF A GUARANTEE COMPANY

APPROVED UNDER  
THE GUARANTEE COMPANIES SECURITIES ACT

Bond No. .... Amount \$.....

KNOW ALL MEN BY THESE PRESENTS, that we .....  
.....(hereinafter called the Principal) as Principal and  
.....(hereinafter called the Surety) as Surety are held  
and firmly bound unto Her Majesty in right of Ontario (hereinafter called the Obligee) in the sum of  
..... Dollars (\$.....) of lawful money of  
Canada, to be paid unto the Obligee, her successors and assigns, for which payment well and truly to be  
made, I, ..... bind myself, my heirs,  
(Name of Principal)  
executors, administrators and assigns, and we, ..... bind  
(Name of Surety)

ourselves, our successors and assigns jointly and firmly by these presents.

The total liability imposed upon the Principal or Surety by this Bond and any and all renewals thereof shall be concurrent and not cumulative and shall in no event exceed the penal sum written above or the amount substituted for such penal sum by any subsequent endorsement or renewal certificate.

SEALED with our Seals and dated this ..... day of  
....., 19.....

THE CONDITION of the above obligation is such that if the said obligation does not by reason of any act, matter or thing at any time hereafter become or be forfeit under the *Consumer Protection Act*, then the obligation shall be void but otherwise shall be and remain in full force and effect and shall be subject to forfeiture as provided by the Act.

SIGNED, SEALED AND DELIVERED, in the presence of

Witness.....  
(As to Signature of Principal)  
  
.....

Principal.....  
(Signature of Principal)  
  
.....  
  
Surety:.....  
O. Reg. 684/75, s. 4, *part.*

Form 6

*Consumer Protection Act*

BOND OF GUARANTOR OTHER THAN GUARANTEE COMPANY

Bond No..... Amount \$.....

KNOW ALL MEN BY THESE PRESENTS, that we.....  
(hereinafter called the Principal) as Principal and.....  
(hereinafter called the Guarantor) as Guarantor, are held and firmly bound unto Her Majesty in right of Ontario (hereinafter called the Obligee) in the sum of.....  
Dollars (\$.....) of lawful money of Canada, to be paid unto the Obligee, her successors and assigns, for which payment well and truly to be made, I,.....  
(Name of Principal)  
bind myself, my heirs, executors, administrators, and I, the said.....  
(Name of Guarantor)  
guarantee the payment of the sum of.....Dollars (\$.....)  
to the Obligee and I, .....bind myself, my heirs, executors, administrators  
(Name of Guarantor)  
and assigns, jointly and firmly by these presents and by depositing with the Obligee.....  
as collateral security to this Bond.

The total liability imposed upon the Principal or Guarantor by this Bond and any and all renewals thereof shall be concurrent and not cumulative and shall in no event exceed the penal sum written above or the amount substituted for such penal sum by any subsequent endorsement or renewal certificate.

SEALED with our seal and dated this.....day of  
....., 19.....

THE CONDITION of the above obligation is such that if the said obligation does not by reason of any act, matter or thing at any time hereafter become or be forfeit under the *Consumer Protection Act*, then the said obligation shall be void but otherwise shall be and remain in full force and effect and shall be subject to forfeiture as provided by the said Act.

SIGNED, SEALED AND DELIVERED

in the presence of

.....

.....

} Principal .....

} Guarantor .....

SPECIAL NOTE:

The Guarantor should read the instructions re “Forfeiture of Bond” and “Term of Bond” shown on the reverse side before signing this form, and note in particular that the bonds posted as security will remain on deposit for two years after the lapse or cancellation of the registration under the *Consumer Protection Act*, or the forfeiture of the bond, whichever occurs first.

O. Reg. 816/75, s. 1, *part*.

Form 7

*Consumer Protection Act*

PERSONAL BOND

Bond No. ....

Amount \$ .....

KNOW ALL MEN BY THESE PRESENTS, that I, .....  
(hereinafter called the Obligor) am held and firmly bound unto Her Majesty in right of Ontario (herein-  
after called the Oblgee) in the sum of .....Dollars (\$.....)  
of lawful money of Canada, to be paid unto the Oblgee, her successors and assigns, for which payment  
well and truly to be made, I, .....bind myself, my heirs, executors,  
(Name of Obligor)  
administrators and assigns, and I, .....deposit  
(Name of Obligor)  
with the Oblgee.....as collateral security to this Bond.

The total liability imposed upon the Obligor by this Bond and any and all renewals thereof shall be concurrent and not cumulative and shall in no event exceed the penal sum written above or the amount substituted for such penal sum by any subsequent endorsement or renewal certificate.

SEALED with my seal and dated this.....day of....., 19.....

THE CONDITION of the above obligation is such that if the said obligation does not by reason of any act, matter or thing at any time hereafter become or be forfeit under the *Consumer Protection Act*, then the said obligation shall be void but otherwise shall be and remain in full force and effect and shall be subject to forfeiture as provided by the said Act.

SIGNED, SEALED AND DELIVERED

in the presence of

.....

.....

} Obligor .....

} .....

SPECIAL NOTE:

The Obligor should read the instructions re “Forfeiture of Bond” and “Term of Bond” shown on the reverse side before signing this form, and note in particular that the bonds posted as security will remain on deposit for two years after the lapse or cancellation of the registration under the *Consumer Protection Act*, or the forfeiture of the bond, whichever occurs first. O. Reg. 816/75, s. 1, *part*.

REGULATION 182

under the Consumer Reporting Act

GENERAL

APPLICATION

1.—(1) An application for registration as a consumer reporting agency or a renewal thereof shall be in Form 1. O. Reg. 843/80, s. 1 (1).

(2) An application for registration as a personal information investigator shall be in Form 2. O. Reg. 251/74, s. 1 (2).

(3) An application for renewal of registration as a personal information investigator shall be in Form 3. O. Reg. 685/75, s. 1 (2), *part*.

- (4) A notice by a consumer reporting agency under,
- (a) clause 14 (a) of the Act, shall be in Form 4;
  - (b) clause 14 (b) of the Act, shall be in Form 4 and Form 5; and
  - (c) clause 14 (c) of the Act, shall be in Form 6. O. Reg. 843/80, s. 1 (3), *part*.

EXEMPTIONS

2. A person licensed as a private investigator under the *Private Investigators and Security Guards Act* is exempt from paying the prescribed fee upon registration. O. Reg. 251/74, s. 2.

3. A user shall withhold from the disclosure required by subsection 10 (7) of the Act any medical information obtained with the written consent of the consumer which the consumer's own physician specifically requests in writing be withheld from the consumer in the consumer's own best interest. O. Reg. 251/74, s. 3.

4. A person providing counselling service in respect of consumer credit and who is receiving public money under the *Ministry of Community and Social Services Act* for that purpose is exempt from the Act. O. Reg. 202/75, s. 1.

FEES

5. Fees payable to the Registrar are as follows:

- 1. Upon application for registration as a consumer reporting agency or renewal thereof ..... \$80
- 2. For each branch office ..... 80

3. Upon application for registration as a personal information investigator or renewal thereof ..... \$40  
O. Reg. 843/80, s. 2.

6. No person shall be registered as a consumer reporting agency or a personal information investigator unless he,

- (a) if an individual is eighteen years of age or over; and
- (b) if an applicant for registration as a consumer reporting agency has had at least two years of actual or related experience in all phases of consumer reporting. O. Reg. 251/74, s. 5.

TERMS AND CONDITIONS OF REGISTRATION

7.—(1) Every registration expires on the date shown on the certificate of registration unless the prescribed application for renewal of registration, together with the prescribed fee, is filed with the Registrar prior to the date of expiry. O. Reg. 843/80, s. 3.

(2) A registered consumer reporting agency shall not carry on business in a name other than the name in which it is registered or invite the public to deal at a place other than that authorized by the registration.

(3) Every person registered as a consumer reporting agency shall operate from a permanent business premises in Ontario.

(4) Every applicant for registration shall state in the application an address for service in Ontario. O. Reg. 251/74, s. 6 (2-4).

(5) Where an applicant for registration is a corporation, a copy of the most recently audited financial statement or where the corporation is recently incorporated, a *pro forma* balance sheet shall be attached to the application referred to in subsection 1 (1) and where the applicant is a sole proprietorship or partnership, a recent statement of personal assets and liabilities shall be attached to the application.

(6) Where the registrant is a corporation, a copy of the most recent audited financial statement shall be attached to the application for renewal referred to in subsection 1 (1) and where the registrant is a sole proprietorship or a partnership, a recent statement of personal assets and liabilities shall be attached to the application for renewal. O. Reg. 685/75, s. 2.

- (7) A consumer reporting agency shall not operate any branch office unless such branch office is authorized by the registration.

(8) Where the registration of a consumer reporting agency or personal information investigator is suspended, revoked or surrendered, the registrant shall immediately return his certificate of registration to the Registrar by registered mail.

(9) The Registrar may require further information or material to be submitted by any applicant or registered person within a specified time limit and may require verification by affidavit or otherwise of any information or material then or previously submitted. O. Reg. 251/74, s. 6 (5-7).

8. Every personal information investigator shall within five days after the event, notify the Registrar of,
- (a) any change in his address for service and such notice shall be in Form 6; and

(b) any commencement or termination of his employment and such notice shall be in Form 6. O. Reg. 843/80, s. 4, *part*.

9. Where a consumer reporting agency is a corporation it shall, within five days after the event, notify the Registrar in Form 4 and Form 5 where there is a change in a director of the corporation or in Form 4 where there is a change in its controlling interest. O. Reg. 843/80, s. 4, *part*.
- ADDITIONAL FORMS

10. A voluntary cancellation of registration under subsection 6 (7) of the Act shall be in Form 7. O. Reg. 685/75, s. 3.

Form 1

Consumer Reporting Act

APPLICATION FOR BUSINESS REGISTRATION OR RENEWAL

THE UNDERSIGNED APPLIES TO THE REGISTRAR FOR REGISTRATION AS A

CONSUMER REPORTING AGENCY UNDER THE CONSUMER REPORTING ACT

New Registration	<input checked="" type="checkbox"/> Check One
	A <input type="checkbox"/>
Renewal of Registration	<input type="checkbox"/>
	R <input type="checkbox"/>
<input checked="" type="checkbox"/> Check One	
Sole Proprietor	4 <input type="checkbox"/>
Partnership	5 <input type="checkbox"/>
Corporation	6 <input type="checkbox"/>
Date of Application	
Yr	Mo Dy

AND FOR THE PURPOSE OF OBTAINING REGISTRATION GIVES THE FOLLOWING INFORMATION:

Application on behalf of		
Name under which Business will be operated (if different from above)		
Business Address - Street	Apartment/suite	
City	Province	Postal Code
—		
Mailing Address (if different from above) - Street		
Apartment/Suite		
City	Province	Postal Code
—		



FOR CORPORATIONS ONLY

Date of Incorporation		Jurisdiction of Incorporation: <input type="checkbox"/> Ontario <input type="checkbox"/> Other		If other Please specify:	
Name of Shareholder of Record	Address of Shareholder of Record		Occupation of Shareholder of Record	No. of Shares held	No. of Equity (Voting) Shares held
Total number of shares issued to date					
Total number of shares issued to date which carry voting rights					
Enter total number of equity (voting) shares beneficially owned directly or indirectly, by non-residents of Canada or over which non-residents of Canada exercise control or direction					
Is the corporation entitled to offer its shares to the public?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
Are any of the above shares held for a beneficial shareholder?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
If yes, give full particulars below:					
Name of Shareholder of Record	Name of Beneficial Shareholder	Address of Beneficial Shareholder	Occupation of Beneficial Shareholder	No. of Shares Beneficially held	No. of Equity (Voting) Shares Benefic. held

FOR SOLE PROPRIETORS OR PARTNERS OF A PARTNERSHIP

Name of Applicant or Partner			Check One <input type="checkbox"/> Canadian Citizenship <input type="checkbox"/> Landed Immigrant Status <input type="checkbox"/> Employment Visa		
Sex M <input type="checkbox"/> F <input type="checkbox"/>	Canadian Resident? YES <input type="checkbox"/> NO <input type="checkbox"/> If yes, how long?		Yr Birth Date Mo Dy	Marital Status	Spouses Occupation
Hair	Eyes	Height	Weight	Build	Special Marks
Name of Partner			Check One <input type="checkbox"/> Canadian Citizenship <input type="checkbox"/> Landed Immigrant Status <input type="checkbox"/> Employment Visa		
Sex M <input type="checkbox"/> F <input type="checkbox"/>	Canadian Resident? YES <input type="checkbox"/> NO <input type="checkbox"/> If yes, how long?		Yr Birth Date Mo Dy	Marital Status	Spouses Occupation
Hair	Eyes	Height	Weight	Build	Special Marks

Ontario Branch Offices

Head Office Registration No.

Effective Date YR MO DY	New (✓) <input type="checkbox"/> Change <input type="checkbox"/> Closing	Br. Registration No.	Branch Name	Manager/Supervisor (Surname first)		
		Street	Apartment/Suite	City	Postal code	

Effective Date YR MO DY	New (✓) <input type="checkbox"/> Change <input type="checkbox"/> Closing	Br. Registration No.	Branch Name	Manager/Supervisor (Surname first)		
		Street	Apartment/Suite	City	Postal code	

Officers/Partners/Directors/Sole Proprietor

NOTE "Active" means engaged in the DAY TO DAY OPERATION of the business

Check one (✓) for each person.

Effective Date YR MO DY	New (✓) <input type="checkbox"/> Termination	Registration No.	Surname	First Name	Initials	Status Active <input type="checkbox"/> Non-Active <input type="checkbox"/>	
		Birthdate Yr Mo Dy	Sex M <input type="checkbox"/> F <input type="checkbox"/>	Position held in company			Position Code
Residence Address - Street			City	Province	Postal Code	Telephone No.	

Effective Date YR MO DY	New (✓) <input type="checkbox"/> Termination	Registration No.	Surname	First Name	Initials	Status Active <input type="checkbox"/> Non-Active <input type="checkbox"/>	
		Birthdate Yr Mo Dy	Sex M <input type="checkbox"/> F <input type="checkbox"/>	Position held in company			Position Code
Residence Address - Street			City	Province	Postal Code	Telephone No.	

Signature of Applicant/s

NOTE: For Corporations the application must be signed by an officer and a director, or by two officers.  
For Partnerships the application must be signed by all partners.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

**WARNING.**It is an offence to knowingly provide false information on this application.

Form 2

Consumer Reporting Act

APPLICATION FOR EMPLOYEE REGISTRATION

THE UNDERSIGNED APPLIES TO THE REGISTRAR FOR REGISTRATION AS A

PERSONAL INFORMATION INVESTIGATOR UNDER THE CONSUMER REPORTING ACT

Date of Application		
Yr	Mo	Dy

AND FOR THE PURPOSE OF OBTAINING REGISTRATION GIVES THE FOLLOWING INFORMATION:

Surname		First Name		Initials	
Residence Address - Street			Apartment/Suite		
City	Province	Postal Code	Sex		Birthdate
		—	M <input type="checkbox"/>	F <input type="checkbox"/>	Yr <input type="text"/> Mo <input type="text"/> Dy <input type="text"/>

CERTIFICATE OF EMPLOYER

I, 

Registered Name of intended Employer

hereby certify that the information given by the applicant is to the best of my knowledge and belief true, and request that the application be granted. I further certify that I will not employ the applicant as a registrant until I receive his certificate of registration.

Name of Official	Signature	Title	
Business Address - Street		Apartment/Suite	Bus. Registration No.
City	Province	Postal Code	Bus. Telephone No.
		—	

PROVIDE PARTICULARS OF OCCUPATION DURING PAST 3 YEARS (including periods of unemployment, illness etc.)

Name and Address of Employer	Nature of Business of Employer	Nature of Employment	Period of Employment (give exact dates) From: To:

a) Are you registered, or have you ever been licenced, or registered, under any other act? ..... ☐ YES ☐ NO  
If yes, give full particulars. ....

b) Have you ever had a licence or registration of any kind refused, suspended, revoked or cancelled? ..... ☐ YES ☐ NO  
If yes, give full particulars. ....

Will you be engaged or employed in any other business, occupation or profession? ..... ☐ YES ☐ NO  
If yes, give full particulars

a) Are you a discharged or undischarged bankrupt, or presently a party to bankruptcy proceedings? ..... ☐ YES ☐ NO

b) Has the applicant ever been (or is he now) an officer, director, or majority shareholder of a corporation which has been declared bankrupt, or which is now a party to bankruptcy proceedings? ..... ☐ YES ☐ NO

Are there any unpaid judgments outstanding against you? ..... ☐ YES ☐ NO  
If yes, submit a copy of each judgment.

Have you ever been convicted under any law of any country, or state, or province thereof, of an offence, or are there any proceedings now pending? ..... ☐ YES ☐ NO  
If yes, give full particulars:

NOTE: Where the applicant has been previously registered list only those offences which have occurred since the date of last filing. You are not required to disclose any conviction in respect of which a pardon has been granted.

Signature of Applicant

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

**WARNING.** It is an offence to knowingly provide false information on this application.



FOR CORPORATIONS ONLY

Give details of all changes in shareholders together with the number of shares held by each as of the date of change. Where shareholders are nominees, or hold shares in trust, give the name of the beneficial owner of such shares. Include both the additions to and deletions from the record of shareholders.

DELETIONS

Name of Shareholder of Record	Address of Shareholder of Record	Occupation of Shareholder of Record	No. of Shares Held	No. of Equity (Voting) Shares Held

ADDITIONS

Name of Shareholder of Record	Address of Shareholder of Record	Occupation of Shareholder of Record	No. of Shares Held	No. of Equity (Voting) Shares Held
Total number of shares issued to date .....				
Total number of shares issued to date which carry voting rights .....				
Enter Total number of equity (voting) shares beneficially owned directly or indirectly, by non-residents of Canada or over which non-Residents of Canada exercise control or direction .....				

Are any of the above shares held for a beneficial shareholder ..... ☐ YES ☐ NO

If yes, give full particulars below:

Name of Shareholder Of Record	Name of Beneficial Shareholder	Address of Beneficial Shareholder	Occupation of Beneficial Shareholder	No. of Shares Beneficially Held	No. of Equity (Voting) Shares Benefic. Held

Is there any person or corporation whose name is not disclosed above who has any financial interest in the applicant beneficially, or who otherwise exercises control or direction over the applicant? ..... ☐ YES ☐ NO

If yes, give full particulars below:

Name	Address	Full Particulars

## Ontario Branch Offices

Head Office Registration No.

Check one (✓) for each branch.

Effective Date YR MO DY	New (✓) <input type="checkbox"/> Change <input type="checkbox"/> Closing	Br. Registration No.	Branch Name (if different from Head Office)		
		Street	City	Postal Code	Manager/Supervisor (Surname first)

Effective Date YR MO DY	New (✓) <input type="checkbox"/> Change <input type="checkbox"/> Closing	Br. Registration No.	Branch Name (if different from Head Office)		
		Street	City	Postal Code	Manager/Supervisor (Surname first)

Effective Date YR MO DY	New (✓) <input type="checkbox"/> Change <input type="checkbox"/> Closing	Br. Registration No.	Branch Name (if different from Head Office)		
		Street	City	Postal Code	Manager/Supervisor (Surname first)

Effective Date YR MO DY	New (✓) <input type="checkbox"/> Change <input type="checkbox"/> Closing	Br. Registration No.	Branch Name (if different from Head Office)		
		Street	City	Postal Code	Manager/Supervisor (Surname first)

## Officers/Partners/Directors/Sole Proprietor

Check one (✓) for each person.

Effective Date YR MO DY	New (✓) <input type="checkbox"/> Termination	Registration No.	Surname	First Name	Initials	Status Active <input type="checkbox"/> Non-Active <input type="checkbox"/>
		Birthdate Yr Mo Dy	Sex M <input type="checkbox"/> F <input type="checkbox"/>	Position held in company		
Residence Address - Street		City		Province	Postal Code	Telephone No.

Effective Date YR MO DY	New (✓) <input type="checkbox"/> Termination	Registration No.	Surname	First Name	Initials	Status Active <input type="checkbox"/> Non-Active <input type="checkbox"/>
		Birthdate Yr Mo Dy	Sex M <input type="checkbox"/> F <input type="checkbox"/>	Position held in company		
Residence Address - Street		City		Province	Postal Code	Telephone No.

Effective Date YR MO DY	New (✓) <input type="checkbox"/> Termination	Registration No.	Surname	First Name	Initials	Status Active <input type="checkbox"/> Non-Active <input type="checkbox"/>
		Birthdate Yr Mo Dy	Sex M <input type="checkbox"/> F <input type="checkbox"/>	Position held in company		
Residence Address - Street		City		Province	Postal Code	Telephone No.

Effective Date YR MO DY	New (✓) <input type="checkbox"/> Termination	Registration No.	Surname	First Name	Initials	Status Active <input type="checkbox"/> Non-Active <input type="checkbox"/>
		Birthdate Yr Mo Dy	Sex M <input type="checkbox"/> F <input type="checkbox"/>	Position held in company		
Residence Address - Street		City		Province	Postal Code	Telephone No.

Signature of Applicant(s)

NOTE: For Corporations the application must be signed by an officer and a director, or by two officers.  
For Partnerships the application must be signed by all partners.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

**WARNING** It is an offence to knowingly provide false information on this application.

[illegible]

a) Is the applicant registered, or has the applicant ever been licenced, or registered, under any other act? ..... ☐ YES ☐ NO  
If yes, give full particulars. ....

b) Has the applicant ever had a licence or registration of any kind refused, suspended, revoked or cancelled? ..... ☐ YES ☐ NO  
If yes, give full particulars. ....

Have you any business association with any individual, firm, partnership, or corporation currently holding registration under any provincial statute? ☐ yes ☐ no

If yes, give full particulars: .....

Will you be engaged, occupied or employed in any other business, occupation or profession?..... ☐ yes ☐ no

If yes, give full particulars: .....

- a) Is the applicant a discharged or undischarged bankrupt, or presently a party to bankruptcy proceedings? ..... ☐ YES ☐ NO
- b) Has the applicant ever been (or is he now) an officer, director, or majority shareholder of a corporation which has been declared bankrupt, or which is now a party to bankruptcy proceedings? ... ☐ YES ☐ NO

Are there any unpaid judgments outstanding against you? . . . . . ☐ yes, ☐ no

If yes, submit a copy of each judgment. ....

Have you ever been convicted under any law of any country, or state, or province thereof, of an offence, or are there any proceedings now pending?..... ☐ yes ☐ no

If yes, give full particulars: .....

Signature of new Officer/ON DIRECTOR

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

**WARNING:** It is an offence to knowingly provide false information on this application.

## Form 6

## Consumer Reporting Act

## NOTICE OF EMPLOYEE CHANGE

## CONSUMER REPORTING AGENCY UNDER THE CONSUMER REPORTING ACT

PERSONAL INFORMATION INVESTIGATOR UNDER THE CONSUMER REPORTING ACT

Employee Registration No.		
Date of Notification		
Yr	Mo	Dy

## EMPLOYEE NAME

Surname		First Name			Residence Tele No
Residence Address - Street Name, Number,	Apartment/Suite	City	Province	Postal Code	Business Tele No

COMPLETE APPLICABLE SECTION BELOW:  
TRANSFER OF EMPLOYEE

Business Name of Last Employment				Bus. Registration No.	Date of Termination	
					Yr	Mo Dy
Was employee a Partner, Officer, Director or Shareholder of the Business? <input type="checkbox"/> YES <input type="checkbox"/> NO						
New Employer Information						
Business Name				Bus. Registration No.	Starting Date	
					Yr	Mo Dy
Address - Street Name, Number,		Apartment/Suite	City	Province	Postal Code	Telephone No
Employee's Signature		Employer's Signature			Title	

## CHANGE OF RESIDENCE ADDRESS

OLD	Street Name, Number, Apartment/Suite	Apartment/Suite	City	Province	Postal Code
NEW	Street Name, Number, Apartment/Suite	Apartment/Suite	City	Province	Postal Code

## TERMINATION OF EMPLOYEE

Business Name			Bus. Registration No.	Date of Termination	
				Yr	Mo Dy
Manager/Supervisor (Please Print)			Signature	Title	
Was Employee a Partner, Director or Shareholder of the Business? <input type="checkbox"/> YES <input type="checkbox"/> NO					
NOTE: A report on the conduct of the above named employee while in your employ must be filed either on the reverse side of this form, or by attaching a separate letter to this form.					



Form 7

Consumer Reporting Act

REQUEST FOR VOLUNTARY CANCELLATION OF REGISTRATION

To the Registrar of

hereby request that my registration as

- ☐ consumer reporting agency
- ☐ personal information investigator

be cancelled, and I hereby surrender my resignation.

..... (Witness) ..... (Signature of registrant)

DATED at ....., this ..... day of ....., 19....

O. Reg. 685/75, s. 4, *part.*



## REGULATION 183

### under the Co-operative Corporations Act

#### GENERAL

##### FORM OF DOCUMENTS

1.—(1) All documents delivered to or filed with the Minister or filed in the office of the Minister, including all affidavits, applications, assurances, balance sheets, by-laws, consents, dissents, notices and statements shall be printed, typewritten or reproduced legibly, in a manner suitable for photographing on microfilm, upon one side of good quality white paper that is,

(a) 210 millimetres by 297 millimetres with a margin of 40 millimetres on the left hand side; or

(b) 8½ inches by 11 inches, with a margin of 1½ inches on the left hand side.

(2) A document consisting of two or more pages shall have no backing or binding and shall be stapled in the upper left hand corner. O. Reg. 931/78, s. 1.

##### INCORPORATION

2.—(1) Articles of incorporation of a co-operative with share capital shall be in Form 1.

(2) Articles of incorporation of a co-operative without share capital shall be in Form 2. O. Reg. 179/74, s. 2.

3. A consent to act as a first director, where required under subsection 5 (5) of the Act, shall be in Form 3. O. Reg. 179/74, s. 3.

##### NAME

4. Where the name of a co-operative to be incorporated is the same as or similar to the name of any known corporation, association, partnership or individual, whether in existence or not, so as to be, in the opinion of the Minister, likely to deceive, the name of the co-operative to be incorporated shall contain such variation from that of the known corporation, association, partnership or individual as the Minister determines. O. Reg. 179/74, s. 4.

5. The name of the co-operative shall not be too general in character unless the name has become established by a long and continuous prior use. O. Reg. 179/74, s. 5.

6. Where the name of a co-operative contains initials or numerals, the Minister may in his discretion require the addition of some distinctive word. O. Reg. 179/74, s. 6.

7. The word "amalgamated" shall not be included in the name of a co-operative unless the co-operative is an amalgamated co-operative resulting from the amalgamation of two or more co-operatives. O. Reg. 179/74, s. 7.

8. The name of a co-operative shall not include the word "condominium" or any derivation thereof. O. Reg. 179/74, s. 8.

9. The name of a co-operative shall not include the word "veteran" or any abbreviation or derivation thereof unless there has been a long and continuous prior use of the name. O. Reg. 179/74, s. 9.

10. Where a person has reserved a name and at the expiration of the period for which the name has been reserved no co-operative with that name or a similar name has been incorporated, the name or a similar name shall not be reserved until the expiration of one year thereafter. O. Reg. 179/74, s. 10.

##### OBJECTS

11. The objects of a co-operative shall not include that of horse racing, or that of dog racing. O. Reg. 179/74, s. 11.

##### OFFERING STATEMENT

12.—(1) The offering statement required by subsection 34 (1) of the Act shall be prepared in accordance with Form 4.

(2) The statement of material change required by subsection 35 (4) of the Act shall be prepared in accordance with Form 5.

(3) There shall be attached to as part of the offering statement,

(a) in the case of a co-operative that has completed a financial year,

(i) its financial statement in respect of the last completed financial year,

(ii) where exigible under the Act, the auditor's report thereon, and

(iii) where required by the Minister, an unaudited financial statement made up as of a date not more than ninety days before the date of the offering statement; or

(b) in the case of a co-operative that has not completed a financial year,

- (i) a financial statement made up as of a date not more than ninety days before the date of the offering statement, and
- (ii) where required by the Minister, the auditor's report thereon.

(4) The Minister may in his discretion on such terms and conditions as he sees fit exempt a co-operative from any of the requirements of subsection 3. O. Reg. 179/74, s. 12.

#### REMOVAL OF BOOKS FROM HEAD OFFICE

13. An application under subsection 118 (3) of the Act to permit the removal of records from the head office of the co-operative shall be in Form 6. O. Reg. 179/74, s. 13.

#### ARTICLES OF AMENDMENT

14. Articles of amendment under subsection 153 (1) of the Act shall be in Form 7. O. Reg. 179/74, s. 14.

#### RESTATEMENT OF ARTICLES

15.—(1) Restated articles of incorporation under section 155 of the Act of a co-operative with share capital shall be in Form 8.

(2) Restated articles of incorporation under section 155 of the Act of a co-operative without share capital shall be in Form 9. O. Reg. 179/74, s. 15.

#### ARTICLES OF AMALGAMATION

16. Articles of amalgamation under subsection 157 (1) of the Act shall be in Form 10. O. Reg. 179/74, s. 16.

#### ARTICLES OF DISSOLUTION

17.—(1) Articles of dissolution under subsection 164 (1) of the Act shall be in Form 11.

(2) Articles of dissolution under subsection 164 (1) of the Act shall be in Form 12.

(3) Articles of dissolution shall be accompanied by a consent of the Corporations Tax Branch of the Ministry of Revenue to the dissolution of the co-operative. O. Reg. 179/74, s. 17.

#### REVIVAL

18.—(1) An application for an order of revival under subsection 167 (3) of the Act shall be in Form 13.

(2) An application under subsection (1) shall be accompanied by,

- (a) a consent of the Corporations Tax Branch of the Ministry of Revenue to the revival of the co-operative; and

- (b) a statement in writing by the Public Trustee that he has no objection to the revival of the co-operative. O. Reg. 179/74, s. 18.

#### EVIDENCE OF SOLVENCY

19. For the purposes of subsection 153 (2) and subsection 157 (2) of the Act, evidence that the co-operative is not insolvent shall consist of,

- (a) affidavits of two officers or of one officer and one director stating that in their opinion the co-operative is not insolvent within the meaning of subsection 1 (5) of the Act; and
- (b) such other evidence as the Minister may require. O. Reg. 179/74, s. 19.

20. For the purposes of subsection 153 (3) of the Act, evidence that the co-operative is not insolvent and that the decrease of the authorized or issued capital will not render the co-operative insolvent shall consist of,

- (a) affidavits of two officers or of one officer and one director stating that in their opinion the co-operative is not insolvent and that the decrease of the authorized or issued capital will not render the co-operative insolvent within the meaning of subsection 1 (5) of the Act; and
- (b) such other evidence as the Minister may require. O. Reg. 179/74, s. 20.

#### FEES

21. The fees set out in the Schedule shall be paid to the Treasurer of Ontario. O. Reg. 179/74, s. 21.

22. No fees are payable in respect of searches under item 10, or in respect of copies of documents under item 11 of the Schedule by,

- (a) any ministry of the Government of Ontario, or any agency, board or commission thereof, including the offices of Sheriff and Land Registrars;
- (b) any Ministry of the Government of any other province of Canada having reciprocal arrangements or any agency, board or commission thereof;
- (c) any Ministry of the Government of Canada or any agency, board or commission thereof; or
- (d) the police department or fire department of any municipality in Ontario. O. Reg. 179/74, s. 22.

#### REFUNDS

23. Fees paid under these regulations are not refundable notwithstanding the refusal, withdrawal or abandonment of the matter in respect of which the fee was paid. O. Reg. 179/74, s. 23.

## MISCELLANEOUS

24. The Executive Director, the Director, Operations Branch, the Director, Administration Branch, the Director, Co-operative Services, the Controller of Records or an Assistant Controller of Records of the Companies Division of the Ministry are designated officers of the Ministry for purposes of signing any certificate under paragraph 4 of subsection 1 (1) and section 182 of the Act. O. Reg. 179/74, s. 24.

## Schedule

## FEES

## NAME, INCORPORATION AND AMALGAMATION

1. For reservation of a name under the Act \$ 10
2. On delivery of articles of incorporation or amalgamation, for filing and issue of a certificate,
  - (a) for a co-operative whose articles provide that,
    - (i) the co-operative shall carry on business without the purpose of gain for its members,
    - (ii) the co-operative shall use any profit or other accretions for the purposes of promoting its objects,
    - (iii) upon dissolution and after the payment of all debts and liabilities, the co-operative's remaining property shall be distributed or disposed of to charitable organizations carrying on their activities solely within Canada, and
  - (iv) the directors,
    - (A) shall serve without remuneration, and
    - (B) shall not receive, directly or indirectly, any profit from their positions as directors but the articles may provide that the directors may be paid reasonable expenses incurred in the performance of their duties. . . . . \$ 25
- (b) for any co-operative other than a co-operative to which clause a applies. . . . . \$100

## RESTATEMENT OF ARTICLES

3. On delivery of restated articles of incorporation, for filing and issue of a certificate. . . . . \$ 50

## AMENDMENT OF ARTICLES

4. On delivery of articles of amendment, for filing and issue of a certificate. . . . . \$ 50

## DISSOLUTION

5. On delivery of articles of dissolution for filing and issue of a certificate. . . . . No Fee

## ORDERS

6. On an application for an order,
  - (a) under subsection 118 (3) of the Act for removal of records. . . . . \$ 50
  - (b) under subsection 118 (3) of the Act for rescinding an order for removal of records. . . . . \$ 10
  - (c) under subsection 167 (3) of the Act . . \$100

## CONTINUATION

- 7.—(1) On an application for a certificate of continuation under subsection 158 (1) of the Act . . . . . \$100
- (2) For an authorization by the Minister under section 159 of the Act. . . . . \$100

## FILING DOCUMENTS

8. For filing an offering statement, a statement of material change, a further offering statement, financial statements or any other document required under the Act. . . . . No Fee

## CONVERSION OF CO-OPERATIVE INTO CORPORATION

9. On an application for a certificate of amendment under subsection 152 (1) of the Act . . . . . \$200
- 10.—(1) For searches in person or by letter to determine if any documents are on file with the Minister under the Act or a predecessor thereof, including purchase of a diazo or microfilm copy of the contents of all such documents, if any, for each co-operative. . . . . \$ 2
- (2) Where a person has paid a fee pursuant to subitem 1 for a search in person, the Minister may, in his discretion, produce for examination the original documents on file with him without additional charge in which case no diazo or microfilm copy will be supplied.

- 11.—(1) For copies of the contents of papers, articles and orders on file under the Act

- or any predecessor thereof in the Ministry,  
50 cents a page with a minimum fee of  
\$2 in respect of each co-operative.

(2) For certification of,

(a) the contents of papers, articles and  
orders, \$10 in respect of each co-  
operative;
- (b) a diazo or microfilm copy of the con-  
tents of papers, articles and orders,  
\$10 in respect of each co-operative.

12. For a certificate in respect of a co-  
operative..... \$ 10

O. Reg. 931/78, s. 2.

Form 1

Co-operative Corporations Act

ARTICLES OF INCORPORATION  
OF A  
CO-OPERATIVE WITH SHARE CAPITAL

1. The name of the co-operative is
2. The head office is at the.....  
(status of municipality)  
of.....in the.....  
(name of municipality) (county, etc., or district)  
of.....  
(name of county, etc., or district)
3. The address of the head office is  
.....  
(street and number or R.R. number and if multi-office building give room number)  
.....  
(name of municipality or post office)
4. The number of directors is.....
5. The first directors are:

Name in full, including all given names	Residence address, giving street and number or R.R. number and municipality or post office

6. The objects for which the co-operative is incorporated are

7. The authorized capital is
8. The designations, preferences, rights, conditions, restrictions, limitations or prohibitions attaching to the preference shares, if any, are

9. The restrictions on the allotment, issue or transfer of shares are

10. Special provisions, if any, are

11. The shares to be taken by the incorporators are:

Incorporators full names including all given names	Number of Shares	Class Designation	Amount to be Paid \$

12. The names and residence addresses of the incorporators are:

Full names, including all given names	Full residence address giving street and number or R.R. number and municipality or post office

These articles are executed in duplicate for delivery to the Minister.

Signatures of incorporators

AFFIDAVIT OF VERIFICATION

PROVINCE OF ONTARIO

.....OF.....

IN THE MATTER OF THE *CO-OPERATIVE CORPORATIONS ACT* AND THE ARTICLES OF INCORPORATION OF

TO WIT:

.....  
(name of co-operative)

I, ..... of the .....  
(full name of deponent) (status of municipality)

of ..... in the .....  
(name of municipality) (county or district)

of ..... in the .....  
(name of county or district) (province or state)

of ....., make oath and say that:  
(name of province or state)

1. I am.....  
of.....  
and have personal knowledge of the matters herein deposed to.

2. Each of the incorporators who is a natural person signing the accompanying articles of incorporation in duplicate and each of the first directors named therein is of eighteen or more years of age.

3. The signatures of the incorporators affixed to the articles are their true signatures.
4. Each incorporator signing the accompanying articles of incorporation in duplicate is to be a member of the co-operative.

Sworn before me at the  
  
.....  
of.....in the.....  
of.....this.....day  
of....., 19....  
  
.....  
(signature of commissioner,  
notary public, etc.)

.....  
(signature of deponent)

O. Reg. 179/74, Form 1; O. Reg. 339/79, s. 1.

Form 2

Co-operative Corporations Act

ARTICLES OF INCORPORATION  
OF A  
CO-OPERATIVE WITHOUT SHARE CAPITAL

1. The name of the co-operative is
2. The head office is at the.....  
(status of municipality)  
of.....in the.....  
(name of municipality) (county, etc., or district)  
of.....  
(name of county, etc., or district)
3. The address of the head office is  
.....  
(street and number or R.R. number and if multi-office building give room number)  
.....  
(name of municipality or post office)
4. The number of directors is.....

5. The first directors are:

Name in full, including all given names	Residence address, giving street and number or R.R. number and municipality or post office

6. The objects for which the co-operative is incorporated are

7. The amount of the minimum member loan, if any

8. The restrictions on transfer of member loans are

9. The designation of classes of membership, if any, are

10. The amount of membership fee is

11. The terms and conditions attaching to each class of membership are

12. Special provisions, if any, are

13. The names and residence addresses of the incorporators are:

Full names, including all given names	Full residence address giving street and number or R.R. number and municipality or post office

These articles are executed in duplicate for delivery to the Minister.

Signatures of incorporators

AFFIDAVIT OF VERIFICATION

PROVINCE OF ONTARIO	IN THE MATTER OF THE <i>CO-OPERATIVE CORPORATIONS ACT</i> AND THE ARTICLES OF INCORPORATION OF
.....OF.....	
TO WIT:	.....
	(name of co-operative)

I, ..... of the .....  
(full name of deponent) (status of municipality)

of ..... in the .....  
(name of municipality) (county or district)

of ..... in the .....  
(name of county or district) (province or state)

of ....., make oath and say that:  
(name of province or state)

1. I am.....  
of.....  
and have personal knowledge of the matters herein deposed to.
2. Each of the incorporators who is a natural person signing the accompanying articles of incorporation in duplicate and each of the first directors named therein is of eighteen or more years of age.
3. The signatures of the incorporators affixed to the articles are their true signatures.
4. Each incorporator signing the accompanying articles of incorporation in duplicate is to be a member of the co-operative.

Sworn before me at the  
  
.....  
of.....in the.....  
of.....this.....day  
of....., 19....

.....  
(signature of deponent)

.....  
(signature of commissioner,  
notary public, etc.)

## Form 3

*Co-operative Corporations Act*

## CONSENT TO ACT AS A FIRST DIRECTOR

I, .....  
(name in full, including all given names)

residing at .....  
(street and number or R.R. number, municipality or post office)

hereby consent to act as a first director of

.....  
(name of co-operative)

Dated this ..... day of ....., 19....

..... (signature of witness) ..... (signature of the consenting person)

## AFFIDAVIT OF WITNESS

PROVINCE OF ONTARIO

IN THE MATTER OF THE *CO-OPERATIVE CORPORATIONS ACT* AND THE ARTICLES OF INCORPORATION OF

..... OF .....

TO WIT: .....  
(name of co-operative)

I, ..... of the .....  
(full name of witness) (status of municipality)

of ..... in the .....  
(name of municipality) (county or district)

of ..... in the .....  
(name of county or district) (province or state)

of ....., make oath and say that:  
(name of province or state)

1. I was personally present and did see

..... sign  
(full name of the consenting person)

the annexed consent to act as a first director

of .....  
(name of the co-operative)

2. I am a subscribing witness to the said consent.

Sworn before me at the  
  
.....  
of.....in the.....  
of.....this.....day  
of....., 19.....  
  
.....  
(signature of commissioner,  
notary public, etc.)

.....  
(signature of deponent)

O. Reg. 179/74, Form 2.

Form 4

Co-operative Corporations Act

OFFERING STATEMENT

1. Name of co-operative.....
2. Date of incorporation.....
3. Head office address.....  
(street and number or R.R. number and if multi-office building give room number)  
.....
4. Directors and officers:

Name and Position	Residence Address	Principal Occupation

5. Description of the business or undertaking of the co-operative:

6. Where the co-operative is a co-operative with share capital,
- (a) the authorized capital.....
  - (b) the issued capital.....
  - (c) the restrictions on transfer of shares:

OR

- Where the co-operative is a co-operative without share capital,
- (a) the membership fee.....
  - (b) the loan capital authorized.....
  - (c) the loan capital outstanding.....
  - (d) the minimum member loan, if any.....
  - (e) the restrictions on transfer of member loans:

7. Description of the securities to be issued:

8. The use of the proceeds:

9. Any commission payable or discount allowable:

10. The amount and particulars of any mortgages, bonds, debentures, or other debt obligations ranking ahead of the share or loan capital:

11. Description of any action, suit or other proceeding to which the co-operative is a party:

12. Any material interest of any director, officer or employee in:

(a) the operation of the co-operative generally:

(b) this security issue specifically:

13. Description of every material contract entered into within two years prior to the date of the offering statement:

14. Statement of any other material facts not already described:

The financial statements and auditor's report thereon where required are attached hereto as Schedule "A" and are incorporated and form part of this offering statement.

The foregoing constitutes full, true and plain disclosure of all material facts relating to the securities proposed to be issued as required by the *Co-operative Corporations Act* and the regulations.

Dated at ..... this ..... day of ....., 19....

Signatures of all directors of the co-operative.

Form 5

*Co-operative Corporations Act*

STATEMENT OF MATERIAL CHANGE

- 1. Name of co-operative.....
- 2. Date of offering statement.....
- 3. Date of material change.....
- 4. Particulars of material change:

The foregoing constitutes full, true and plain disclosure of any material change in the facts set forth in the offering statement required by the *Co-operative Corporations Act* and the regulations.

Dated at.....this.....day of....., 19....

Signatures of all directors of the co-operative.O. Reg. 179/74, Form 3A.

Form 6

*Co-operative Corporations Act*

APPLICATION FOR AN ORDER  
PERMITTING REMOVAL OF RECORDS FROM THE HEAD OFFICE

To the Minister of Consumer  
and Commercial Relations

- 1. Name of the applicant co-operative.....
- 2. Date of incorporation.....
- 3. The co-operative is not in default in filing notices required under the *Corporations Information Act* and statements required under the *Co-operative Corporations Act*.
- 4. It is requested that an order under subsection 118 (3) of the *Co-operative Corporations Act* be made permitting the co-operative to remove the records mentioned in sections 114 and 115 of the Act from its head office and to keep them at the following address:

- 5. A substantial number of the members of the co-operative live in or in the vicinity of the place in which it is desired to keep the records and it is a matter of convenience to have them removed to that place.

6. This application has been duly authorized,  
(a) by a resolution approved by a majority of the votes cast at a general meeting of the members of the co-operative duly called for that purpose and held on

.....;

or

(b) by the consent in writing of all the members of the co-operative entitled to vote at such meeting.

7. The co-operative hereby undertakes, if requested by the Minister, to return forthwith to its head office or some other place in Ontario designated by the Minister such of the records as may be removed.

Dated this.....day of....., 19....

.....  
(name of co-operative)

BY:

.....  
(signature) (description of office)

CORPORATE SEAL

.....  
(signature) (description of office)

AFFIDAVIT OF VERIFICATION

PROVINCE OF ONTARIO  
.....OF.....

IN THE MATTER OF THE *CO-OPERATIVE CORPORATIONS ACT*, AND THE APPLICATION FOR AN ORDER PERMITTING THE REMOVAL OF RECORDS FROM THE HEAD OFFICE OF

TO WIT:

.....  
(name of applicant co-operative)

I.....of the.....  
(full name of deponent) (status of municipality)

of.....in the.....  
(name of municipality) (county or district)

of.....in the.....  
(name of county or district) (province or state)

of....., make oath and say that:  
(name of province or state)

1. I am.....  
(description of office)

of.....  
(name of co-operative)

and as such have personal knowledge of the matters herein deposed to.

2. The statements contained in the accompanying application are true.

Sworn before me at the  
  
.....  
of .....in the.....  
of .....this.....day  
of ....., 19.....  
  
.....  
(signature of commissioner,  
notary public, etc.)

.....  
(signature of deponent)

O. Reg. 179/74, Form 4; O. Reg. 979/76, s. 1.

Form 7

*Co-operative Corporations Act*

ARTICLES OF AMENDMENT

OF

.....  
(name of co-operative)

INCORPORATED ON .....  
(date of incorporation)

1. The following is a certified copy of the resolution amending the articles of the co-operative:
2. The amendment has been duly authorized as required by subsections 151 (2), (3) and (4) (as applicable) of the *Co-operative Corporations Act*.
3. The resolution authorizing the amendment was confirmed by the members of the co-operative on  
.....
4. These articles are executed in duplicate for delivery to the Minister.

CERTIFIED

.....  
(name of co-operative)

BY:

.....  
(signature) (description of office)

CORPORATE SEAL

.....  
(signature) (description of office)

AFFIDAVIT OF VERIFICATION

PROVINCE OF ONTARIO	IN THE MATTER OF THE <i>CO-OPERATIVE CORPORATIONS ACT</i> AND THE ARTICLES OF AMENDMENT OF
.....OF.....	
TO WIT:	.....
	(name of co-operative)

I, ..... of the .....  
(full name of deponent) (status of municipality)

of ..... in the .....  
(name of municipality) (county or district)

of ..... in the .....  
(name of county or district) (province or state)

of ....., make oath and say that:  
(name of province or state)

1. I am, .....  
(description of office)
- of .....  
(name of co-operative)
- (hereinafter called the "co-operative") and as such have personal knowledge of the matters herein deposed to.
2. The statements contained in the accompanying articles of amendment of the co-operative are true.
3. The co-operative has complied with the requirements of the *Co-operative Corporations Act* and the conditions contained in the articles and by-laws of the co-operative precedent to the delivery of the articles of amendment.

Sworn before me at the	
.....	
of ..... in the .....	
of ..... this ..... day	
of ....., 19....	.....
	(signature of deponent)
.....	
(signature of commissioner, notary public, etc.)	

Form 8

Co-operative Corporations Act

RESTATED ARTICLES OF INCORPORATION  
OF A  
CO-OPERATIVE WITH SHARE CAPITAL

.....  
(name of co-operative)

INCORPORATED ON .....  
(date of incorporation)

1. These restated articles correctly set out without change the corresponding provisions of the original articles of incorporation as heretofore amended.

2. The head office is at the .....  
(status of municipality)

of .....in the .....  
(name of municipality) (county or district)

of .....  
(name of county or district)

3. The address of the head office is  
.....  
(street and number or R.R. number and if multi-office building give room number)  
.....  
(name of municipality or post office)

4. The number of directors is .....

5. The directors are:

Name in full, including all given names	Residence address, giving street and number or R.R. number and municipality or post office

6. The objects for which the co-operative is incorporated are

7. The authorized capital is
8. The designations, preferences, rights, conditions, restrictions, limitations or prohibitions attaching to the preference shares, if any, are
9. The restrictions on the allotment, issue or transfer of shares are
10. Special provisions, if any, are

These articles are executed in duplicate for delivery to the Minister.

.....  
(name of co-operative)

BY: .....

(signature) (description of office)

.....

(signature) (description of office)

CORPORATE SEAL

AFFIDAVIT OF VERIFICATION

PROVINCE OF ONTARIO

.....OF.....

TO WIT:

IN THE MATTER OF THE *CO-OPERATIVE CORPORATIONS ACT* AND THE RESTATED ARTICLES OF INCORPORATION OF

.....  
(name of co-operative)

I, .....of the.....  
(full name of deponent) (status of municipality)

of .....in the.....  
(name of municipality) (county or district)

of .....in the.....  
(name of county or district) (province or state)

of ....., make oath and say that:  
(name of province or state)

1. I am.....  
(description of office)

of.....  
(name of co-operative)

(hereinafter called the "co-operative") and as such have personal knowledge of the matters herein deposited to.

2. The statements contained in the accompanying restated articles of incorporation of the co-operative are true.

Sworn before me at the

.....

of.....in the.....

of.....this.....day

of....., 19....

.....  
(signature of deponent)

.....

(signature of commissioner,  
notary public, etc.)

Form 9

Co-operative Corporations Act

RESTATED ARTICLES OF INCORPORATION  
OF A  
CO-OPERATIVE WITHOUT SHARE CAPITAL

.....  
(name of co-operative)

INCORPORATED ON .....  
(date of incorporation)

1. These restated articles correctly set out without change the corresponding provisions of the original articles of incorporation as heretofore amended.

2. The head office is at the .....  
(status of municipality)

of ..... in the .....  
(name of municipality) (county or district)

of .....  
(name of county or district)

3. The address of the head office is  
.....  
(street and number or R.R. number and if multi-office building give room number)  
.....  
(name of municipality or post office)

4. The number of directors is.....

5. The directors are:

Name in full, including all given names	Residence address, giving street and number or R.R. number and municipality or post office

6. The objects for which the co-operative is incorporated are

7. The authorized capital is
8. The amount of the minimum member loan, if any
9. The restrictions on transfer of member loans are
10. The designation of classes of membership, if any, are
11. The amount of membership fee is
12. The terms and conditions attaching to each class of membership are
13. Special provisions, if any, are

These articles are executed in duplicate for delivery to the Minister.

.....  
(name of co-operative)

BY: .....  
(signature) (description of office)

CORPORATE SEAL

.....  
(signature) (description of office)

AFFIDAVIT OF VERIFICATION

PROVINCE OF ONTARIO		IN THE MATTER OF THE <i>CO-OPERATIVE CORPORATIONS</i>
.....OF.....		ACT AND THE RESTATED ARTICLES OF INCORPORATION
		OF
TO WIT:		..... (name of co-operative)

I, ..... of the .....  
(full name of deponent) (status of municipality)

of ..... in the .....  
(name of municipality) (county or district)

of ..... in the .....  
(name of county or district) (province or state)

of ....., make oath and say that:  
(name of province or state)

1. I am, .....  
(description of office)

of .....  
(name of co-operative)

(hereinafter called the "co-operative") and as such have personal knowledge of the matters herein  
deposed to.

2. The statements contained in the accompanying restated articles of incorporation of the co-operative  
are true.

Sworn before me at the  
  
.....  
of .....in the.....  
of .....this .....day  
of ....., 19....  
  
.....  
(signature of commissioner,  
notary public, etc.)

.....  
(signature of deponent)

O. Reg. 179/74, Form 6A.

Form 10

Co-operative Corporations Act

ARTICLES OF AMALGAMATION

1. The name of the amalgamated co-operative is
2. The amalgamation agreement has been duly approved as required by section 156 of the *Co-operative Corporations Act*.
3. The names of the amalgamating co-operatives and the dates on which the amalgamation agreement was approved by the members of each of the amalgamating co-operatives are:

Names of Co-operatives	Dates of Members' Approval

4. The following is a certified copy of the amalgamation agreement :

These articles are executed in duplicate for delivery to the Minister.

CERTIFIED

Names and seals of the amalgamating co-operatives and signatures and descriptions of office of their proper officers.

AFFIDAVIT OF VERIFICATION

PROVINCE OF ONTARIO  
.....OF.....  
  
TO WIT:

IN THE MATTER OF THE *CO-OPERATIVE CORPORATIONS ACT*, AND THE ARTICLES OF AMALGAMATION OF  
.....  
(name of amalgamated co-operative)

I.....of the.....  
(full name of deponent)(status of municipality)  
of.....in the.....  
(name of municipality)(county or district)  
of.....in the.....  
(name of county or district)(province or state)  
of....., make oath and say that:  
(name of province or state)

1. I am.....  
(description of office)  
of.....  
(name of co-operative)

One of the amalgamating co-operatives (hereinafter called the "co-operative") and as such have personal knowledge of the matters herein deposed to.

2. The statements contained in the accompanying articles of amalgamation are true.
3. The co-operative has complied with the requirements of the *Co-operative Corporations Act* and the conditions contained in the articles and by-laws of the co-operative precedent to the delivery of the articles of amalgamation.

Sworn before me at the  
  
.....  
of.....in the.....  
of.....this.....day  
of....., 19....  
  
.....  
(signature of commissioner,  
notary public, etc.)

.....  
(signature of deponent)

O. Reg. 179/74, Form 7.

Form 11

*Co-operative Corporations Act*

ARTICLES OF DISSOLUTION  
OF

.....  
(name of co-operative)

INCORPORATED ON .....  
(date of incorporation)

1. The dissolution has been duly authorized under clause 163 ( ) of the *Co-operative Corporations Act*.
2. The co-operative has,

(a) no debts, obligations or liabilities;

(b) duly provided for its debts, obligations'or liabilities in accordance with subsection 164 (3) of the *Co-operative Corporations Act*; or

(c) obtained consent to its dissolution from its creditors or other persons having interests in its debts, obligations or liabilities.
3. After satisfying the interests of creditors in all its debts, obligations or liabilities, if any, the co-operative has,

(a) no property to distribute among its members; or

(b) distributed its remaining property pursuant to the provisions of the *Co-operative Corporations Act* and its articles.
4. There are no proceedings pending in any court against the co-operative.
5. The co-operative has given notice of its intention to dissolve by publication in *The Ontario Gazette* and once in "....."  
a newspaper having general circulation in the place where the co-operative has its head office.
6. The co-operative has obtained the consent of the Corporations Tax Branch of the Ministry of Revenue to the dissolution and has filed all notices required under the *Corporations Information Act*, and all statements required under the *Co-operative Corporations Act*.

These articles are executed in duplicate for delivery to the Minister.

.....  
(name of co-operative)

BY:

.....  
(signature) (description of office)

CORPORATE SEAL

.....  
(signature) (description of office)

AFFIDAVIT OF VERIFICATION

PROVINCE OF ONTARIO  
.....OF.....  
  
TO WIT: .....

IN THE MATTER OF THE *CO-OPERATIVE CORPORATIONS ACT* AND THE ARTICLES OF DISSOLUTION OF  
.....  
(name of co-operative)

I, .....of the.....  
(full name of deponent) (status of municipality)  
of.....in the.....  
(name of municipality) (county or district)  
of.....in the.....  
(name of county or district) (province or state)  
of....., make oath and say that:  
(name of province or state)

1. I am.....  
(description of office)  
of.....  
(name of co-operative)  
and as such have personal knowledge of the matters herein deposed to.

2. The statements contained in the accompanying articles of dissolution are true.

3. The co-operative has complied with the requirements of the *Co-operative Corporations Act* and the conditions contained in the articles and by-laws of the co-operative precedent to the delivery of articles of dissolution.

Sworn before me at the  
  
.....  
of.....in the.....  
of.....this.....day  
of....., 19....

.....  
(signature of deponent)

.....  
(signature of commissioner,  
notary public, etc.)

Form 12

*Co-operative Corporations Act*

ARTICLES OF DISSOLUTION  
OF

.....  
(name of co-operative)  
INCORPORATED ON .....  
(date of incorporation)

1. The co-operative has not commenced business.
2. None of the capital of the co-operative has been issued.
3. The dissolution has been duly authorized under clause 163 (c) of the *Co-operative Corporations Act*.
4. The co-operative has no debts, obligations or liabilities.
5. After satisfying the interests of creditors in all its debts, obligations or liabilities, if any, the co-operative,  
(a) has no property to distribute; or  
(b) has distributed its remaining property to the persons entitled thereto.
6. There are no proceedings pending in any court against the co-operative.
7. The co-operative has given notice of its intention to dissolve by publication once in *The Ontario Gazette* and once in "....."  
a newspaper having general circulation in the place where the co-operative has its head office.
8. The co-operative has obtained the consent of the Corporations Tax Branch of the Ministry of Revenue to the dissolution and has filed all notices required under the *Corporations Information Act*.

These articles are executed in duplicate for delivery to the Minister.

Signatures and full names of all of the incorporators or their personal representatives.

AFFIDAVIT OF VERIFICATION

PROVINCE OF ONTARIO	IN THE MATTER OF THE <i>CO-OPERATIVE CORPORATIONS ACT</i> AND THE ARTICLES OF DISSOLUTION OF
.....OF.....	
TO WIT:	..... (name of co-operative)

I, ..... of the .....  
(full name of deponent) (status of municipality)  
of ..... in the .....  
(name of municipality) (county or district)

of.....in the.....  
(name of county or district)(province or state)

of....., make oath and say that:  
(name of province or state)

1. I am.....  
(description of office)  
of.....  
(name of co-operative)

and as such have personal knowledge of the matters herein deposed to.

2. The statements contained in the accompanying articles of dissolution are true.

3. The co-operative has complied with the requirements of the *Co-operative Corporations Act* and the conditions contained in the articles and by-laws of the co-operative precedent to the delivery of articles of dissolution.

Sworn before me at the	
.....	
of.....in the.....	
of.....this.....day	
of....., 19....	..... (signature of deponent)
..... (signature of commissioner, notary public, etc.)	

O. Reg. 179/74, Form 8A; O. Reg. 979/76, s. 3.

Form 13

*Co-operative Corporations Act*

APPLICATION FOR REVIVAL  
OF CO-OPERATIVE

To the Minister of Consumer  
and Commercial Relations

1. Name of dissolved co-operative.....

2. Date of incorporation.....

3. Date of dissolution.....

4. The following terms and conditions have been complied with,

(a) all notices required to be filed by the co-operative under the *Corporations Information Act* have been filed and all other defaults of the co-operative to the date of dissolution have been remedied;

- (b) the consent of the Corporations Tax Branch of the Ministry of Revenue to the requested revival has been obtained;
- (c) the Public Trustee has no objection to the requested revival.

5. Immediately before dissolution the interest of the applicant in the co-operative was

6. The reasons for requesting revival of the co-operative are

7. It is requested that the co-operative be revived under the provisions of subsection 167 (3) of the *Co-operative Corporations Act*.

Dated this . . . . . day of . . . . ., 19 . . . .

Full name and signature of the applicant.

AFFIDAVIT OF VERIFICATION

PROVINCE OF ONTARIO	IN THE MATTER OF THE <i>CO-OPERATIVE CORPORATIONS</i>
.....OF.....	<i>ACT</i> AND THE APPLICATION FOR REVIVAL OF
TO WIT:	.....
	(name of the dissolved co-operative)

I, .....  
(full name of deponent)  
of .....  
(full residence address)

make oath and say that:

1. I am .....  
(state interest in the dissolved co-operative)  
.....  
of .....  
(name of dissolved co-operative)  
and have personal knowledge of the matters herein deposed to.

2. The statements contained in the accompanying application are true.

3. This application is made in good faith and is not made for any improper purpose.

Sworn before me at the

.....

of ..... in the.....

of ..... this ..... day

of ..... , 19....

.....

(signature of commissioner,  
notary public, etc.)

.....

(signature of deponent)

O. Reg. 179/74, Form 9; O. Reg. 979/76, s. 4.

REGULATION 184

under the Co-operative Loans Act

GENERAL

1. An application to the Board by a co-operative association for a loan shall be in Form 1. R.R.O. 1970, Reg. 130, s. 1.
2. An agreement entered into by a co-operative association and the Minister under section 3 of the Act shall be in Form 2. R.R.O. 1970, Reg. 130, s. 2.
- 3.—(1) The annual or other reports, returns and statements that shall be made to the Board by each co-operative association having a loan under the Act are,
- (a) an annual statement of its operations;
  - (b) an annual financial statement and report;
  - (c) the auditor's annual financial statement and report of its operations; and
  - (d) such other reports, returns and statements as the Board requires.

- (2) The co-operative association shall send by prepaid post to the Board a copy of the annual statement of its operations and the annual financial statement and report required under clauses (1) (a) and (b) within ninety days after the close of its fiscal year.
- (3) Subject to subsection (4), the co-operative association shall send by prepaid post to the Board the auditor's financial statement and report of its operations or a certified copy thereof within ten days after the co-operative association receives the financial statement and report of its operations from the auditor.
- (4) Where a co-operative association gives to its members a notice of an annual meeting and the notice is accompanied by an auditor's financial statement and report of its operations, the co-operative association shall send by prepaid post to the Board a copy of the notice together with a certified copy of the auditor's financial statement and report of its operations at least ten days before the date of the holding of the annual meeting. R.R.O. 1970, Reg. 130, s. 3.

Form 1

Co-operative Loans Act

APPLICATION FOR LOAN

To: The Co-operative Loans Board of Ontario,  
Ministry of Agriculture and Food,  
Legislative Buildings,  
Toronto.

Under the *Co-operative Loans Act* and the regulations, and subject to the limitations thereof,  
..... applies for a loan of .....dollars, (\$ ..... )  
(name of co-operative association)

and in support of this application the following facts are stated:

- 1. Business address.....
- 2. Date of incorporation.....
- 3. Number of directors.....
- 4. Number of directors provided for in by-laws.....
- 5. The names and address of the manager and the officers of the co-operative association are:  
Manager.....Address.....  
President.....Address.....  
Vice-president.....Address.....

Secretary.....Address.....

Other officers (specify).....

.....

6. Purposes of business now conducted.....

.....

7. Purpose of loan.....

.....

.....

8. Authorized capital (if any) \$..... comprising.....shares having a par value of \$.....

(number)

each.

9. The co-operative association is financed as follows:

	Amount subscribed	Maturity date
i. By shares	\$.....	.....
ii. By member loans	\$.....	.....
	\$.....	.....
	\$.....	.....
iii. By debentures	\$.....	.....
iv. By deferred patronage dividends	\$.....	.....
	\$.....	.....
	\$.....	.....
	\$.....	.....
	\$.....	.....
v. By other means (give details).....		.....
.....		.....

10. Fiscal year ends with the.....of.....

(day) (month)

11. A certified copy of the auditor's report for the fiscal year ending.....and the interim financial statement of the current year to date accompany this application.

12. Name and address of auditor:.....

13. Name of Bank and branch address where business is conducted:.....

14. Descriptions and locations of the real property of the co-operative association on which this application for a loan is made:.....

.....

- 15. Assessed value of property \$ .....
- 16. Taxes payable on property last year (give details):.....
- 17. Are taxes in arrears?.....If so, give details.....
- 18. Is the property on which this application for a loan is made now mortgaged or encumbered?.....  
(If so, give details).....
- 19. Is any other property of the co-operative association mortgaged or encumbered?.....  
(If so, give details).....

Dated at.....the.....day of.....,19....

.....  
(name of co-operative association)  
.....  
(president)  
.....  
(secretary)

R.R.O. 1970, Reg. 130, Form 1.

Form 2

Co-operative Loans Act

AGREEMENT

MEMORANDUM OF AGREEMENT made this.....day of....., 19....

BETWEEN:

.....  
(name of co-operative association)  
  
a body corporate and politic having its head office in the  
.....of....., in the County of.....,  
  
hereinafter called  
  
THE "CO-OPERATIVE ASSOCIATION"

OF THE FIRST PART,

—and—

THE MINISTER OF AGRICULTURE AND FOOD OF THE PROVINCE  
OF ONTARIO (hereinafter called the "Minister"),

OF THE SECOND PART.

WHEREAS the Co-operative Association has applied to the Co-operative Loans Board of Ontario under the *Co-operative Loans Act* for a loan of .....Dollars (\$.....) by the Lieutenant Governor in Council upon the security of the real property of the co-operative association upon which the loan is to be made, more particularly described in Schedule "A" annexed hereto, and upon the security of the chattels of the Co-operative Association described in Schedule "B" annexed hereto.

1. NOW THIS AGREEMENT WITNESSETH that in consideration of the loan being made, THE CO-OPERATIVE ASSOCIATION COVENANTS,

- (a) to execute in favour of the Treasurer of Ontario first mortgage security in accordance with the provisions of the Act;
- (b) to employ a manager approved by the Minister, and to continue to employ a manager so approved until the said loan and interest thereon have paid in full;
- (c) to carry on the same business as is now by it carried on, but the Minister may consent to a change in the business carried on and such consent shall not be deemed to permit a further change in the business without his consent;
- (d) to apply the loan for the purpose stated in its application therefor;
- (e) to transfer or sell no asset that is included in the security for the loan, without the consent of the Minister.

2. The Co-operative Association represents that it has complied with the provisions of the *Co-operative Loans Act*, and the regulations.

3. PROVIDED that should the Co-operative Association be in breach of any of the covenants in this agreement, or otherwise violate any of the provisions of the *Co-operative Loans Act*, or the regulations, the balance of principal and interest thereon secured by mortgage given by the Co-operative Association in favour of the Treasurer of Ontario shall thereupon become due and payable.

AND PROVIDED FURTHER that the provisions of this agreement shall be read along with the said mortgage and shall be deemed a part thereof.

IN WITNESS WHEREOF the Co-operative Association has hereunto affixed its corporate seal attested by its proper officers in that behalf, and the Minister of Agriculture and Food has affixed the seal of the Ministry attested by his signature.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

.....  
(name of co-operative association)  
  
.....  
(president)  
  
.....  
(secretary)  
  
.....  
(Minister of Agriculture and Food)

## REGULATION 185

### under the Coroners Act

#### GENERAL

##### AREAS

1. The areas composed of the counties, territorial districts and metropolitan and regional areas set out in the items of Column 2 of Schedule 1 are established under subsection 3 (5) of the Act as areas to be known by the numbers set opposite thereto in Column 1 of the Schedule. O. Reg. 307/73, s. 1.

##### INTEREST OR BIAS

2. For the purposes of subsection 34 (6) of the Act, the following are prescribed as matters that may be grounds for disqualification of a juror because of interest or bias:

1. Direct pecuniary or personal interest.
2. Personal hostility.
3. Personal friendship.
4. Family relationship.
5. Professional or vocational relationship.
6. Employer-employee relationship.

O. Reg. 307/73, s. 2.

##### NOTICE

3.—(1) A coroner before holding an inquest shall notify every person designated as a person with standing at the inquest and every person the coroner believes may be substantially and directly interested in the inquest of the date, time and place of the inquest.

(2) The notice may be given by personal service or by sending by registered mail addressed to the person at his usual residence.

(3) The notice need not be given to a person who has been or will be summoned to attend at the inquest as a witness. O. Reg. 307/73, s. 3.

4. Except where the circumstances otherwise require, an inquest shall be held in a court room or other place of equal dignity. O. Reg. 307/73, s. 4.

##### PROCLAMATIONS

5. Every inquest shall be opened with the proclamation set out in paragraph 1 of Schedule 2. O. Reg. 307/73, s. 5.

6. Where an inquest is adjourned, whether to the following day or to a later day, the proclamation set out in paragraph 2 of Schedule 2 shall be made. O. Reg. 307/73, s. 6.

7. Where an inquest is resumed after an adjournment, the proclamation set out in paragraph 3 of Schedule 2 shall be made. O. Reg. 307/73, s. 7.

8. The proclamation set out in paragraph 4 of Schedule 2 shall be made at the close of an inquest. O. Reg. 307/73, s. 8.

##### JURORS

9.—(1) A verdict or finding of a jury shall be in writing and shall be handed to the coroner who shall ensure that it complies with the provisions of section 31 of the Act.

(2) The coroner, where he considers it appropriate, may further address the jury with regard to the provisions of section 31 of the Act and may afford the jury an opportunity or opportunities to reconsider its verdict or finding.

(3) Where the verdict or finding complies with section 31 of the Act it shall be read aloud before the jury is discharged. O. Reg. 307/73, s. 9.

10. When a jury is discharged under subsection 31 (5) of the Act, the coroner shall forthwith prepare and transmit to the Chief Coroner a brief report of the discharge. O. Reg. 307/73, s. 10.

11.—(1) The jurors at an inquest shall choose one of the members of the jury to be the foreman of the jury.

(2) The oath set out in paragraph 1 of Schedule 3 shall be administered to each juror and an affirmative answer by the juror shall complete the oath.

(3) A juror who objects to making the oath may in lieu thereof make the affirmation set out in paragraph 1 of Schedule 4. O. Reg. 307/73, s. 11.

12. Subject to section 16, the oath set out in paragraph 2 of Schedule 3 shall be administered to a constable appointed under subsection 48 (2) of the Act and an affirmative answer by the constable shall complete the oath. O. Reg. 307/73, s. 12.

13. Subject to section 16, the oath set out in paragraph 3 of Schedule 3 shall be administered to a person appointed to record the evidence upon an inquest and an affirmative answer by the person shall complete the oath. O. Reg. 307/73, s. 13.

14. Subject to section 16, the oath set out in paragraph 4 of Schedule 3 shall be administered to a person acting as interpreter under subsection 48 (1) of the Act and an affirmative answer by the person shall complete the oath. O. Reg. 307/73, s. 14.

15. Subject to section 16, the oath set out in paragraph 5 of Schedule 3 shall be administered to a witness at an inquest and an affirmative answer by the witness shall complete the oath. O. Reg. 307/73, s. 15.

16. A person referred to in section 12, 13, 14 or 15, in lieu of making oath, may make the affirmation set out in paragraph 2, 3, 4 or 5, as the case requires, of Schedule 4. O. Reg. 307/73, s. 16.

#### FEES

17.—(1) Coroners' fees for making investigations and holding inquests shall be those set out in Schedule 5.

(2) Where an investigation is made by more than one coroner under section 17 of the Act, each coroner may be paid a fee for investigation under Schedule 5 and an allowance under subsection (4). O. Reg. 307/73, s. 17 (1, 2).

(3) The fee,

- (a) under paragraph 1 of Schedule 5 for making an investigation; and
- (b) under paragraph 2 of Schedule 5 for holding an inquest,

may be increased by the Minister in those cases where, in the opinion of the Minister, an increase is justified having regard to all the circumstances including the complexity and length of the investigation or inquest and any other factor that would warrant an increase in the fee. O. Reg. 943/78, s. 1; O. Reg. 736/80, s. 1 (1).

(4) An allowance shall be paid to a coroner,

- (a) for necessary travel by private automobile, in an amount calculated at the rate set out in paragraph 3 of Schedule 5; and
- (b) for all expenses other than,
  - (i) the expense referred to in clause (a), and

(ii) secretarial services, postage and stationery,

in an amount equal to the amount of the expenses reasonably, necessarily and actually incurred,

in connection with an investigation or an inquest. O. Reg. 307/73, s. 17 (4); O. Reg. 736/80, s. 1 (2).

(5) A coroner who is in receipt of a salary for employment as coroner shall not be paid a fee or an allowance under this section. O. Reg. 307/73, s. 17 (5).

18. A person appointed as a constable under subsection 48 (2) of the Act shall be paid the fees and allowances set out in Schedule 6. O. Reg. 736/80, s. 2, *part*.

19. A person appointed by a coroner to record the evidence upon an inquest or any part of it shall be paid the fees and allowances set out in Schedule 7. O. Reg. 736/80, s. 2, *part*.

20. A police officer or a salaried employee of the Government of Ontario shall not be paid a fee or an allowance under section 18 or 19. O. Reg. 736/80, s. 2, *part*.

21. A person who serves as a juror at an inquest shall be paid the fees and allowances set out in Schedule 8. O. Reg. 307/73, s. 21.

22. A person who attends at an inquest as a witness upon the summons of the coroner shall be paid the fees and allowances set out in Schedule 9. O. Reg. 307/73, s. 22.

23. A person employed by a coroner to act as an interpreter at an inquest shall be paid a fee of \$16 for the first hour or part thereof and \$10 an hour thereafter. O. Reg. 736/80, s. 2, *part*.

24. A person retained by a coroner with the approval of the Chief Coroner to provide assistance or expert service to the coroner under subsection 15 (4) of the Act shall be paid such fee not exceeding \$500 as the Chief Coroner considers proper or such greater fee as the Minister approves having regard to all the circumstances including the nature, time and complexity of the assistance or expert service. O. Reg. 307/73, s. 24; O. Reg. 943/78, s. 2.

25. The fees and allowances payable for,

- (a) a *post mortem* examination of a body;
- (b) any other examination or analysis;
- (c) the use of facilities for *post mortem* examination in a hospital or other place;
- (d) transporting a dead body for further investigation upon the authorization of a coroner; and

(e) travel in connection with an examination or analysis,

shall be those set out in Schedule 10. O. Reg. 307/73, s. 25.

26. For the purposes of Schedules 5, 6, 7 and 10, the dividing line between northern Ontario and southern Ontario is as follows:

Healey Lake (Municipal) Road from Healey Lake easterly to its junction with Highway 612; Highway 612 southerly to its junction with Highway 69; Highway 69 easterly to its junction with Highway 169; Highway 169 easterly to its junction with Highway 118; Highway 118 through Bracebridge to its junction with Highway 11; Highway 11 northerly to its junction with Highway 60 at Huntsville; Highway 60 easterly to its junction with Highway 62 at Killaloe Station; Highway 62 to Pembroke; the above-named highways to be included in southern Ontario. O. Reg. 943/78, s. 3; O. Reg. 736/80, s. 3.

FORMS

27. A coroner's warrant to take possession of a body shall be in Form 1. O. Reg. 307/73, s. 26.

28. A coroner's warrant to bury a body shall be in Form 2. O. Reg. 307/73, s. 27.

29. A coroner's statement under subsection 18 (1) of the Act shall be in Form 3. O. Reg. 307/73, s. 28.

30. A coroner's warrant for the holding of an inquest shall be in Form 4. O. Reg. 307/73, s. 29.

31. A coroner's investigation statement where an inquest is to be held shall be in Form 5. O. Reg. 307/73, s. 30.

32. A coroner's warrant for a *post mortem* examination shall be in Form 6. O. Reg. 307/73, s. 31.

33. A coroner's warrant to a sheriff for the provisions of names taken from the jury roll prepared under the *Juries Act* shall be in Form 7. O. Reg. 307/75, s. 1, *part*.

34. A sheriff's list of names under subsection 34 (2) of the Act shall be in Form 8. O. Reg. 307/75, s. 1, *part*.

35. A constable's summons to a juror shall be in Form 9. O. Reg. 307/73, s. 32.

36. A constable's notice to a person designated as a person with standing at an inquest or to a person who may be substantially and directly interested in the inquest shall be in Form 10. O. Reg. 307/73, s. 33.

37. A constable's return in respect of jurors and persons with standing shall be in Form 11. O. Reg. 307/73, s. 34.

38. The verdict of a coroner's jury shall be in Form 12. O. Reg. 307/73, s. 35.

39. A coroner's notice to the Crown attorney of the holding of an inquest shall be in Form 13. O. Reg. 307/73, s. 36.

40. A report of a *post mortem* examination of a body shall be in Form 14. O. Reg. 307/73, s. 37.

41. An affidavit of service of a summons upon a juror or a witness shall be in Form 15. O. Reg. 307/73, s. 38.

42. A coroner's certificate for the shipment of a dead body to any place outside Ontario shall be in Form 16. O. Reg. 307/73, s. 39.

Schedule 1

AREAS

COLUMN 1	COLUMN 2
Area Number	Area
1.	The counties of Essex, Kent and Lambton
2.	The counties of Elgin, Middlesex and Oxford
3.	The counties of Huron and Perth
4.	The counties of Bruce and Grey
5.	The Regional Municipality of Waterloo and the County of Wellington
6.	The County of Brant and The Regional Municipality of Haldimand-Norfolk
7.	The Regional Municipality of Niagara
8.	The regional municipalities of Halton and Hamilton-Wentworth
9.	The Municipality of Metropolitan Toronto and the regional municipalities of Peel and York
10.	The counties of Dufferin and Simcoe
11.	The Regional Municipality of Durham and the County of Northumberland
12.	The Provisional County of Haliburton and the counties of Peterborough and Victoria
13.	The counties of Frontenac, Hastings, Lennox and Addington and Prince Edward

COLUMN 1	COLUMN 2
Area Number	Area
14.	The counties of Grenville, Lanark and Leeds
15.	The counties of Dundas, Glengarry, Prescott, Russell and Stormont
16.	The Regional Municipality of Ottawa-Carleton
17.	The County of Renfrew and The Territorial District of Nipissing
18.	The District Municipality of Muskoka and the Territorial District of Parry Sound
19.	The territorial districts of Algoma, Manitoulin, Sudbury and Timiskaming
20.	The Territorial District of Cochrane
21.	The Territorial District of Thunder Bay
22.	The territorial districts of Kenora and Rainy River

O. Reg. 307/73, Sched. 1; O. Reg. 30/75, s. 2;  
O. Reg. 242/77, s. 1.

Schedule 2

PROCLAMATIONS

1. OYEZ, OYEZ, OYEZ: Ladies and gentlemen you are summoned to attend here this day to inquire into and determine for Our Sovereign Lady, the Queen, the identity of the deceased, how, when, where and by what means the deceased came to his (her) death. Affirm your presence as your names are called.
2. OYEZ, OYEZ, OYEZ: All persons having anything further to do before this inquest may depart hence at this time and give your attention here again on.....day, the.....day of....., 19.. at.....o'clock in the.....noon. God save the Queen.
3. OYEZ, OYEZ, OYEZ: This inquest is now resumed. The jurors will severally answer to their names as they are called.

4. OYEZ, OYEZ, OYEZ: This inquest is now closed and the jury is discharged. God save the Queen. O. Reg. 307/73, Sched. 2.

Schedule 3

OATHS

1. Do YOU SWEAR that you will diligently inquire into the death of.....and determine on the evidence presented at this inquest, his (her) identity, how, when, where and by what means the deceased came to his (her) death and without partiality or bias towards any person, render a true verdict in accordance with such evidence, so help you God?
2. Do YOU SWEAR that you will faithfully assist the coroner in the inquest into the death of .....and perform such duties as the coroner shall direct and when the jury retires to consider its verdict you will not permit any person to speak to the jurors, nor will you speak to them concerning the inquest or matters relating to the inquest except to ask them if they have agreed on a verdict, so help you God?
3. Do YOU SWEAR that you will truly and faithfully and to the best of your skill and ability record the evidence given at this inquest and truly transcribe the same, if required, without favour or affection, prejudice or partiality towards any person, so help you God?
4. Do YOU SWEAR that you understand the .....language and the English language and that you will truly and faithfully translate the oath or affirmation and all questions asked of and statements made to such witness or witnesses as the coroner shall direct and the evidence given and statements made by such witness or witnesses at this inquest to the best of your skill and ability, so help you God?
5. Do YOU SWEAR that the evidence that you will give at this inquest into the death of..... will be the truth, the whole truth and nothing but the truth, so help you God? O. Reg. 307/73, Sched. 3.

Schedule 4

AFFIRMATIONS

1. Do YOU SOLEMNLY AFFIRM that you will diligently inquire into the death of..... and determine on the evidence presented at this inquest, his (her) identity, how, when, where and by what means the deceased came to his (her) death and without partiality or bias towards any person, render a true verdict in accordance with such evidence?

2. Do You SOLEMNLY AFFIRM that you will faithfully assist the coroner in the inquest into the death of.....and perform such duties as the coroner shall direct, and when the jury retires to consider its verdict you will not permit any person to speak to the jurors, nor will you speak to them concerning the inquest or matters relating to the inquest except to ask them if they have agreed on a verdict?
3. Do You SOLEMNLY AFFIRM that you will truly and faithfully and to the best of your skill and ability record the evidence given at this inquest and truly transcribe the same, if required, without favour or affection, prejudice or partiality towards any person?
4. Do You SOLEMNLY AFFIRM that you understand the.....language and the English language and that you will truly and faithfully translate the oath or affirmation and all questions asked of and statements made to such witness or witnesses as the coroner shall direct and the evidence given and statements made by such witness or witnesses at this inquest to the best of your skill and ability?
5. Do You SOLEMNLY AFFIRM that the evidence that you will give at this inquest into the death of.....will be the truth, the whole truth and nothing but the truth?

O. Reg. 307/73, Sched. 4.

Schedule 5

CORONER'S FEES AND ALLOWANCES

1. For making an investigation, a fee of.\$75.00
2. For attendance at an inquest, a fee per hour of ..... 50.00
3. For each kilometre of necessary travel by private automobile in connection with an investigation or inquest, a fee of,
- i. in southern Ontario ..... 17 cents
- ii. in northern Ontario ..... 17.5 cents
4. For a certificate issued under subsection 13 (1) of the Act, a fee of .....\$20.00
5. For a certificate issued under section 80 of the *Cemeteries Act*, payable by the applicant for the certificate, a fee of ..... 20.00

O. Reg. 736/80, s. 4.

Schedule 6

CONSTABLES

1. For summoning a jury for an inquest and for attendance at an inquest, a fee per hour of .....\$ 7.00
2. Where an inquest continues past one-half day and in the opinion of the coroner it is desirable that a constable be reimbursed the cost of a meal, an amount equal to the amount reasonably and actually paid by the constable for the meal.
3. For each kilometre of necessary travel by private automobile in connection with the service of summonses, a fee of,
- i. in southern Ontario ..... 17 cents
- ii. in northern Ontario ..... 17.5 cents

O. Reg. 736/80, s. 5.

Schedule 7

RECORDING OF EVIDENCE

1. For each day or part thereof a shorthand reporter is actively engaged in recording the evidence upon one inquest or any part of it,
- i. \$36; or
- ii. \$9 an hour,
- whichever is the greater.
2. For each day or part thereof an electronic recording equipment operator and dicta-typist is engaged in recording the evidence upon one inquest or any part of it,
- i. \$28; or
- ii. \$7 an hour,
- whichever is the greater.
3. i. For copies of the transcription of the evidence upon an inquest, a fee payable by the person ordering or requesting the transcripts, is,
- A. for each page of the original transcript ..... \$2.25
- B. for each page of each copy of the transcript ..... .25
- ii. The fee prescribed in sub-subparagraph A of subparagraph i is payable only by the first person ordering or requesting the transcript.

4. Where a person appointed to record the evidence upon an inquest resides elsewhere than the place where the inquest is held and in the opinion of the coroner it is desirable that he remain overnight at such place, an amount equal to the amount reasonably and actually paid by the person for overnight accommodation.

5. Where an inquest continues past one-half day and in the opinion of the coroner it is desirable that a person appointed to record the evidence upon the inquest be reimbursed the cost of a meal, an amount equal to the amount reasonably and actually paid by the person for the meal.

6. Where a person appointed to record the evidence upon an inquest resides elsewhere than the place where the inquest is held, for each kilometre of necessary travel one way from the person's residence to the place where the inquest is held,

i. in southern Ontario ..... 34 cents

ii. in northern Ontario ..... 35 cents
- O. Reg. 307/73, Sched. 7; O. Reg. 366/75, s. 2; O. Reg. 242/77, s. 2; O. Reg. 849/79, s. 2; O. Reg. 736/80, s. 6.

Schedule 8

JURORS

1. For each day of attendance at an inquest up to and including ten days a fee of \$10 and a fee of \$40 for each day of attendance thereafter.

2. For each kilometre of necessary travel between the juror's place of residence and the place where the inquest is held an allowance of 30 cents one way, but where the inquest is held in the locality in which the juror resides, a total allowance of \$1.50.

3. Where a juror is required to attend the inquest on more than one day and it is reasonable that he return to his place of residence at night, the allowance mentioned in paragraph 2 is payable in respect of each day's attendance.

4. Where a juror resides elsewhere than the place where the inquest is held and in the opinion of the coroner it is desirable that he remain overnight at such place, an amount equal to the amount reasonably and actually paid by the juror for overnight accommodation.

5. Where an inquest continues past one-half day and in the opinion of the coroner it is desirable that a juror be reimbursed the cost of a meal, an amount equal to the amount reasonably and actually paid by the juror for the meal.

O. Reg. 307/73, Sched. 9; O. Reg. 366/75, s. 4; O. Reg. 561/78, s. 1; O. Reg. 943/78, s. 6; O. Reg. 849/79, s. 4.

Schedule 9

WITNESSES

1. For each day of attendance at the inquest, a fee of ..... \$ 6.00

2. For each day of attendance of a legally qualified medical practitioner as a medical practitioner, a fee of ..... 15.00

3. For each day of attendance of an expert witness, including the medical practitioner who performed the *post mortem* examination of the body, such fee not exceeding \$50 as the coroner considers proper or such greater fee as the Minister approves in special circumstances.

4. For preparing a plan, furnishing any article or doing any work for use at the inquest, in addition to the fee to which the witness would ordinarily be entitled, such special fee not exceeding \$500 as the coroner considers proper and the Chief Coroner approves or such greater fee as the Minister approves in special circumstances.

5. For each kilometre actually, reasonably and necessarily travelled by private automobile between the place of residence of the witness and the place where the inquest is held, an allowance of 30 cents one way, but where the inquest is held in the locality in which the witness resides, a total allowance of \$1.50.

6. Where a witness actually, reasonably and necessarily travels by a means other than by private automobile, an amount equal to the amount of the fare actually, reasonably and necessarily paid for the transportation from his place of residence to the place where the inquest is held and return.

7. Where a witness is required to attend the inquest on more than one day and it is reasonable that he returns to his place of residence at night, the allowance mentioned in paragraph 5 or 6, as the case may be, is payable in respect of each day's attendance.

8. Where a witness resides elsewhere than the place where the inquest is held and in the opinion of the coroner it is desirable that he remain overnight at such place, an amount equal to the amount reasonably and actually paid by the witness for overnight accommodation.

9. Where a witness is required to attend the inquest past one-half day and in the opinion of the coroner it is desirable that the witness be reimbursed the cost of a meal, an amount equal to the amount reasonably and actually paid by the witness for the meal.

O. Reg. 307/73, Sched. 10; O. Reg. 366/75, s. 5; O. Reg. 942/78, s. 1; O. Reg. 943/78, s. 7; O. Reg. 942/78, s. 2; O. Reg. 849/79, s. 5; O. Reg. 736/80, s. 8.

Schedule 10

POST MORTEM EXAMINATIONS, ETC.

1. For a *post mortem* examination by a legally qualified medical practitioner, including necessary microscopic sections to prove diagnosis and the services of an assistant where necessary, a fee of . . . . \$175.00

2. For any other examination or analysis, such fee not exceeding \$15 as the coroner considers proper or such greater fee as the Chief Coroner approves.

3. For the use of facilities for *post mortem* examination in a hospital, for each *post mortem* examination, a fee of . . . . 25.00

4. For the use of facilities for *post mortem* examination in a place other than a hospital, for each *post mortem* examination, a fee of . . . . . 20.00

5. The fee mentioned in paragraph 3 or 4, as the case may be, may be increased by the Chief Coroner in an amount not exceeding \$15 in those cases where, in the opinion of the Chief Coroner, the increase is justified having regard to the special circumstances of the case.

6. For transporting a dead body for further investigation upon the authorization of the coroner,

i. a fee of \$40; or

ii. in southern Ontario, an allowance of 38 cents a kilometre for each kilometre of necessary travel for the purpose of picking up the body, delivering the body and returning to the place of origin; or

iii. in northern Ontario, an allowance of 44 cents a kilometre for each kilometre of necessary travel for the purpose of picking up the body, delivering the body and returning to the place of origin,

whichever is the greater.

7. Where more than one dead body is transported on the same trip for further investigation upon the authorization of the coroner, for each additional body so transported, a fee of . . . . . \$10.00

8. For waiting time in excess of one-half hour necessarily incurred in connection with the transportation of a dead body or bodies for further investigation upon the authorization of the coroner, a fee per hour of . . . . . 10.00

9. Where it is necessary to transport a dead body by a means other than a motor vehicle, or where transportation by a means other than a motor vehicle is more economical, an amount equal to the amount actually, reasonably and necessarily paid for the transportation of the dead body.

10. The fee mentioned in paragraph 6 may be increased by the Chief Coroner in an amount not exceeding \$500 or such greater amount as the Minister approves where, in the opinion of the Chief Coroner or the Minister, as the case may be, the increase is justified having regard to the special circumstances of the case.

11. For each kilometre of necessary travel by a legally qualified medical practitioner in connection with an examination or analysis,

i. in southern Ontario . . . . . 17 cents

ii. in northern Ontario . . . . . 17.5 cents

O. Reg. 742/73, s. 2; O. Reg. 366/75, s. 6; O. Reg. 242/77, s. 4; O. Reg. 942/78, ss. 3, 4; O. Reg. 943/78, s. 8; O. Reg. 849/79, s. 6; O. Reg. 736/80, s. 9.

Form 1

Coroners Act

WARRANT TO TAKE POSSESSION OF THE BODY OF A DECEASED PERSON

I issue this warrant to take posession of the body of . . . . .

now at . . . . .

Dated this . . . . . day of . . . . .

19... at.....

.....  
Coroner

for Area No.....

O. Reg. 307/73, Form 1.

Form 2

*Coroners Act*

### WARRANT TO BURY THE BODY OF A DECEASED PERSON

I issue this warrant to bury the body of.....

who died at.....on....., 19..

Dated this.....day of.....,

19... at.....

.....  
Coroner

for Area No.....

NOTE: This is not a burial permit under the *Vital Statistics Act*. A burial permit under that Act is also required.

O. Reg. 307/73, Form 2.

Form 3

*Coroners Act*

### CORONER'S INVESTIGATION STATEMENT (WHERE INQUEST UNNECESSARY)

I.....a coroner

for Area No.....state that:

1. I have investigated the death of

--	--	--	--	--	--	--	--	--	--

surname (please print)

--	--	--	--	--	--	--	--	--	--

given name (please print)

aged....., reported to me on the.....day

of....., 19...

2.—(1) The result of my investigation is as follows:

(i) date of death:.....

(ii) place of death:.....

(iii) cause of death:.....

(iv) by what means:.....

(2) Relevant *post mortem* examination findings and analyses:

.....  
.....  
.....

..... Date ..... Coroner

O. Reg. 307/73, Form 3.

Form 4

*Coroners Act*

### WARRANT FOR HOLDING AN INQUEST

To: .....

I direct you to summon five persons qualified to serve as jurors to appear before me at..... on the.....day of....., 19... at.....o'clock in the.....noon at an inquest into the death of.....

And I direct you to appear before me at that time and place and to make a return of those you have summoned.

And I further direct you to notify the next-of-kin of the deceased person of the date, time and place of the inquest and also the following persons who may be substantially and directly interested in the inquest:

1. ....

2. ....

3. ....

4. ....

Dated this.....day of.....,

19... at.....

.....  
Coroner

for Area No.....

O. Reg. 307/73, Form 4.



numbers on the jury roll, required for service as jurors at an inquest or inquests to be held in the

.....  
(municipality)

Dated at ..... this ..... day of .....  
....., 19...

Coroner

O. Reg. 30/75, s. 3, *part.*

### Form 8

*Coroners Act*

#### SHERIFF'S LIST OF NAMES PROVIDED FROM THE JURY ROLL

To: .....  
CORONER

In compliance with your warrant dated .....,  
19..., requiring the names of ..... persons  
for service as jurors at an inquest or inquests,  
I submit the following list of names taken from  
the jury roll prepared under the *Juries Act*:

Name	Place of Residence	Age	Occupation	Jury Roll Number
------	-----------------------	-----	------------	---------------------

.....  
Sheriff

for .....

Dated at ..... this ..... day of .....  
....., 19...

NOTE: If more space is required, attach hereto a separate sheet or sheets, each of which must carry the signature of the sheriff.

O. Reg. 30/75, s. 3, *part.*

### Form 9

*Coroners Act*

#### SUMMONS TO SERVE AS A JUROR ON AN INQUEST

Re: ....., deceased

To: .....

Pursuant to a warrant issued by .....,  
coroner, you are hereby summoned and required to  
attend as a juror at ..... on the  
..... day of ....., 19...,  
at ..... o'clock in the ..... noon, at an  
inquest into the death of .....

Dated this ..... day of .....,  
19..., at .....

Constable

NOTE: If you fail to attend at the inquest at the time and place specified, without lawful excuse, you are liable to punishment by the Divisional Court of the High Court of Justice for Ontario in the same manner as if for contempt of that Court.

O. Reg. 307/73, Form 7.

### Form 10

*Coroners Act*

#### NOTICE OF HOLDING OF INQUEST

Re: ....., deceased

To: .....

Take notice that an inquest will be held at .....  
..... on the ..... day of .....  
19..., at ..... o'clock in the ..... noon  
into the death of .....

And take notice that you may attend at the inquest and that if you have not been designated as a person with standing at the inquest you may apply, either before or during the inquest, to the coroner to designate you as a person with standing at the inquest.

Date

Constable

O. Reg. 307/73, Form 8.

Form 11

Coroners Act

RETURN OF CONSTABLE

Re: ..... deceased

I, ..... of .....  
state that:

1. Pursuant to the warrant for holding an inquest  
issued by ....., a coroner for Area  
No. ...., on the ..... day of .....,  
19... , the following persons were summoned by me  
to attend on the ..... day of .....,

19... , at ..... o'clock in the ..... noon  
as jurors at this inquest.

Name	Address	Occupation
------	---------	------------

- |           |  |  |
|-----------|--|--|
| (a) ..... |  |  |
| (b) ..... |  |  |
| (c) ..... |  |  |
| (d) ..... |  |  |
| (e) ..... |  |  |

2. I believe that each person so summoned is  
qualified to serve as a juror.

3. The following next-of-kin of the deceased  
person have been notified of the date, time and place  
of the inquest:

Name	Address	Relationship to Deceased
------	---------	-----------------------------

- |           |  |  |
|-----------|--|--|
| (a) ..... |  |  |
| (b) ..... |  |  |
| (c) ..... |  |  |

4. The following persons who have been designated  
as persons with standing at the inquest or who may  
be substantially and directly interested in the  
inquest have also been notified of the date, time  
and place of the inquest:

Name	Address
------	---------

- |           |  |
|-----------|--|
| (a) ..... |  |
| (b) ..... |  |
| (c) ..... |  |
| (d) ..... |  |

Date

Constable

O. Reg. 307/73, Form 9.

Form 12

Coroners Act

VERDICT OF CORONER'S JURY

We, ..... of .....

..... of .....

..... of .....

..... of .....

..... of .....

the jury serving on the inquest into the death of

--	--	--	--	--	--	--	--	--	--

surname

--	--	--	--	--	--	--	--	--	--

given name

aged ....., held at ..... on the ..... day

of ....., 19... , by .....

coroner for Area No. ...., having been duly  
sworn, have inquired into and determined the  
following:

1. Name of deceased: .....
2. Date and time of death: .....
3. Place of death: .....
4. Cause of death: .....
5. By what means: .....

We wish to make the following recommendations:

Signatures of Jurors	Foreman

This verdict was received by me this ..... day

of ....., 19...

Coroner

for Area No. ....

O. Reg. 307/73, Form 10.

Form 13

Coroners Act

NOTICE OF HOLDING OF INQUEST

Re: ..... , deceased  
To: .....  
Crown Attorney,  
.....  
.....

Take notice that an inquest will be held into the death of..... , on the..... day of..... , 19... , at..... in the..... noon at.....

..... Date ..... Coroner

for Area No.....

O. Reg. 307/73, Form 11.

Form 14

Coroners Act

REPORT OF POST MORTEM EXAMINATION

1.—(1) Made upon the body of..... at ..... in the ..... of ..... in the Province of Ontario, on the ..... day of ..... , 19... , about ..... after death.

- (2) Time examination commenced.....
- (3) Required by coroner, Dr.....

2. IDENTIFICATION:

The body was identified to me by..... in the presence of.....

3.—(1) EXTERNAL EXAMINATION:

Description of the body.

Length....Weight....Sex....Temp.....  
Apparent Age.....Hair.....Eyes.....  
Pupils.....How nourished.....  
Skin (cyanosis, scars, etc.).....  
Rigor Mortis.....  
Post Mortem Staining.....  
Decomposition.....  
Clothing and effects.....

(2) EXTERNAL MARKS OF VIOLENCE:

4. INTERNAL EXAMINATION:

(a) Chest

Diaphragm.....  
Pleural cavities.....  
Pericardium.....  
Mediastinum.....

(b) Face and Neck

Mouth.....Nose.....  
Pharynx.....Tongue.....  
Hyoid Bone.....  
Thymus (weight).....  
Thyroid (weight).....

(c) Respiratory System

Larynx.....  
Trachea.....Bronchi.....  
Pulmonary Pleura.....  
Pulmonary Vessels.....  
Right Lung (weight).....  
Left Lung (weight).....

(d) Circulatory System

Heart (size and weight).....  
Auricles (size contents).....  
Ventricles (size contents).....

Tricuspid Valve.....

Pulmonary Valve.....

Aortic Valve.....

Mitral Valve.....

Myocardium.....

Coronary Vessels.....

Aorta and large vessels.....

Character of Blood in heart and vessels..

.....

(e) Gastro-Intestinal System

Oesophagus.....

Stomach and contents.....

Intestine (and Appendix).....

Liver (size, weight and character).....

.....

Gall Bladder.....

Spleen (size and weight).....

Pancreas (weight).....

Mesenteric Lymph nodes.....

(f) Genito-Urinary System

Adrenals (with weight).....

Urinary Bladder.....

Kidney and ureters.....

Right.....

Left.....

Prostate.....

Urethra.....

Testes and epididymides.....

Vagina and Vulva.....

Uterus.....

Tubes and Ovaries.....

(g) Head, Skull and Osseous System

Scalp.....

Meninges and Blood vessels.....

Skull (with thickness).....

Middle ears and Sinuses.....

Remainder of Osseous System.....

.....

(h) Nervous System

Brain (with weight).....

Hemispheres.....

Ventricles.....

Pons.....

Cerebellum.....

Medulla.....

Pituitary Body.....Pineal Body.....

Spinal Cord.....

Remainder of Nervous System.....

.....

.....

5. MICROSCOPIC AND LABORATORY FINDINGS (IN BRIEF)

.....

.....

.....

6. X-RAY FINDINGS (IN BRIEF)

.....

.....

.....

.....

7. SUMMARY OF ABNORMAL FINDINGS

.....

.....

.....

.....

.....

.....



Form 16

*Coroners Act*

CERTIFICATE FOR SHIPMENT OF BODY  
OUTSIDE ONTARIO

RE: ....., deceased.

I, ....., coroner,

do certify that I have investigated the death of  
..... aged ....., now lying at  
..... in the ..... of  
....., in the Province of Ontario  
and that there exists no reason for further examina-  
tion of the body. The cause of death is as follows:

.....  
.....  
Date

.....  
.....  
Coroner

.....  
Address

.....  
Telephone Number

NOTE: The completion of this Form in no way  
obviates the requirements of the *Vital Statis-  
tics Act*. The death must be registered and a  
Burial Permit obtained.

If the body is not free of communicable dis-  
ease, the death must be reported to the local  
medical officer of health.

O. Reg. 943/78, s. 9; O. Reg. 849/79, s. 7.



REGULATION 186

under the Corporations Act

EVIDENCE OF *BONA FIDES*  
ON APPLICATIONS

INCORPORATION

1. Evidence of the *bona fides* of every application for incorporation of a company shall be furnished by filing with the application an affidavit by one of the applicants in the following form:

AFFIDAVIT OF *BONA FIDES*

PROVINCE OF ONTARIO	In the matter of the <i>Corporations Act</i> and of the application of .....
.....of .....	.....
To WIT:	..... and others for incorporation as.....Limited

I.....  
(name in full)  
of the.....of.....in the.....of  
.....in the Province of Ontario,.....  
(calling)  
make oath and say that:

1. I am one of the applicants herein.
2. I have a knowledge of the matter and the statements in the annexed application contained are, to the best of my knowledge and belief, true in substance and in fact.
3. Each of the applicants signing the application is of eighteen or more years of age and his name and description have been accurately set out in the application.
4. I have satisfied myself that no public or private interest will be prejudicially affected by the incorporation of the company aforesaid.
5. To the best of my knowledge and belief, the proposed name of the company is not objectionable on any public grounds and is not the same as or similar to the name of any known corporation, association, partnership, individual or business so as to be likely to deceive.
6. The application is made in good faith and is not made for any improper purpose.

SWORN before me at the	.....
.....of.....in the	.....
.....of.....	(signature of applicant)
this.....day of	.....
....., 19....	.....
A Commissioner, etc.	.....

R.R.O. 1970, Reg. 134, s. 1; O. Reg. 444/71, s. 1.

2. Evidence of the *bona fides* of every application for incorporation of a corporation without share capital shall be furnished by filing with the application an affidavit by one of the applicants in the following form:

AFFIDAVIT OF *BONA FIDES*

PROVINCE OF ONTARIO	In the matter of the <i>Corporations Act</i> and of the application of.....
.....of.....	.....
To WIT:	..... and others for incorporation as.....

I.....  
(name in full)  
of the.....of.....in the.....of  
.....in the Province of Ontario,.....  
(calling)  
make oath and say that:

1. I am one of the applicants herein.
2. I have a knowledge of the matter and the statements in the annexed application contained are, to the best of my knowledge and belief, true in substance and in fact.
3. Each of the applicants signing the application is of eighteen or more years of age and his name and description have been accurately set out in the application.
4. I have satisfied myself that no public or private interest will be prejudicially affected by the incorporation of the corporation aforesaid.

5. To the best of my knowledge and belief, the proposed name of the corporation is not objectionable on any public grounds and is not the same as or similar to the name of any known corporation, association, partnership, individual or business so as to be likely to deceive.

6. The application is made in good faith and is not made for any improper purpose.

SWORN before me at the

...of.....in the

(signature of applicant)

.....of.....

this.....day of

....., 19....

A Commissioner, etc.

R.R.O. 1970, Reg. 134, s. 2; O. Reg. 444/71, s. 2.

#### SUPPLEMENTARY LETTERS PATENT

3.—(1) Evidence of the *bona fides* of every application by a company for the issue of supplementary letters patent shall be furnished by filing with the application,

(a) an affidavit by a witness to the execution of the application verifying the signatures to the application and the impression of the seal of the company;

(b) an affidavit by two officers or by one officer and one director of the company verifying the statements contained in the application;

(c) where the application is under clauses 34 (1) (a) to (n) of the Act, an affidavit by an officer of the company setting out that the application has been authorized by a resolution passed by the directors giving the date thereof and,

(i) confirmed with or without variation by at least two-thirds of the votes cast at a general meeting of the shareholders of the company, duly called for that purpose, giving the date of the meeting, or

(ii) confirmed by the consent in writing of all the shareholders entitled to vote at the meeting,

and having attached as an exhibit to the affidavit a copy of the resolution duly certified under the seal of the company and, in the case of confirmation at a general meeting of the shareholders, having at-

tached to the affidavit, in addition, the following exhibits:

1. A certified copy of the proceedings at the meeting of the shareholders with respect to the confirmation of the resolution.

2. A certified extract from the by-laws of the company with respect to the calling of meetings of the shareholders.

3. Except where all the shareholders entitled to notice of the meeting have waived in writing the notice and except where the meeting was held without notice pursuant to the by-laws of the company in that behalf, a certified copy of the notice given to all the shareholders in accordance with the by-laws of the company and evidence that the notice was sent in accordance with the by-laws;

(d) where the application is under clause 34 (1) (g) of the Act and the supplementary letters patent are to change issued shares with par value into issued shares without par value, in addition to the affidavit required by clause (c), an affidavit by an officer of the company or a *pro forma* balance sheet after giving effect to the supplementary letters patent, showing the capital that is to be set against the issued shares without par value resulting from the change;

(e) where the application is under clauses 34 (1) (o) to (q) of the Act, an affidavit by an officer of the company setting out that the application has been authorized by a resolution of the board of directors, giving the date thereof and having attached as an exhibit to the affidavit a copy of the resolution duly certified under the seal of the company and confirmed in writing,

(i) by 100 per cent of the shareholders, or

(ii) by at least 95 per cent of the shareholders holding at least 95 per cent of the issued capital,

and, where the confirmation is given by the method referred to in subclause ii, the affidavit shall further state that twenty-one days notice of the application has been given by sending the notice to each shareholder to his last address as shown on the books of the company, and that at the expiration of the twenty-one days none of the shareholders has dissented in writing to the company, and shall have attached

as an exhibit to the affidavit a certified copy of the notice; and

- (f) where the application is to delete or vary any preference, right, condition, restriction, limitation or prohibition attaching to any class of preference shares or to create preference shares ranking in priority to or on a parity with an existing class of preference shares, in addition to an affidavit required by clause (c), an affidavit by an officer of the company setting out that the application has been authorized in accordance with subsection 34 (4), (5) or (6) of the Act, as the case may be.

(2) Where the application is under clause 34 (1) (b) of the Act, the affidavit required by clause (1) (c) shall set out in addition that, to the best of the deponent's knowledge and belief, the new name is not objectionable on any public grounds and is not the same or similar to the name of any known corporation, association, partnership, individual or business so as to be likely to deceive, except those corporations, associations, partnerships, individuals or businesses who are listed and whose consent in writing is filed.

(3) Where the application is under clause 34 (1) (b) of the Act, the company shall establish to the satisfaction of the Minister that it is solvent.

(4) For the purposes of subsection (3) a company is deemed to be insolvent if its liabilities exceed the realizable value of its assets or if the company is unable to pay its debts as they become due.

(5) Where the application is under clause 34 (1) (d) of the Act and the supplementary letters patent are to authorize the repayment of capital to the shareholders, the affidavit required by clause (1) (c) of this Regulation shall be accompanied by a copy of the most recent financial statement of the company together with the auditor's report thereon.

(6) Where the application is under clause 34 (1) (e) of the Act, the affidavit required by clause (1) (e) of this Regulation shall set out, in addition, that the number of shareholders of the company, exclusive of persons who are in the employment of the company, does not exceed fifty, two or more persons holding one or more shares jointly being counted as a single shareholder. R.R.O. 1970, Reg. 134, s. 4.

4.—(1) Evidence of the *bona fides* of every application by a corporation without share capital for the issue of supplementary letters patent shall be furnished by filing with the application,

- (a) an affidavit by a witness to the execution of the application verifying the signatures to the application and the impression of the seal of the corporation;

- (b) an affidavit by two officers or by one officer and one director of the corporation verifying the statements contained in the application;

- (c) where the application is under clauses 131 (1) (a) to (d) of the Act, an affidavit by an officer of the corporation setting out that the application has been authorized by a resolution passed by the directors, giving the date thereof, and,

- (i) confirmed with or without variation by at least two-thirds of the votes cast at a general meeting of the members of the corporation duly called for that purpose, giving the date of the meeting, or
- (ii) confirmed by the consent in writing of all the members entitled to vote at the meeting,

and having attached as an exhibit to the affidavit a copy of the resolution duly certified under the seal of the corporation and, in the case of confirmation at a general meeting of the members, having attached to the affidavit, in addition, the following exhibits:

1. A certified copy of the proceedings at the meeting of the members with respect to the confirmation of the resolution.
2. A certified extract from the by-laws of the corporation with respect to the calling of meetings of the members.
3. Except where all the members entitled to notice of the meeting have waived in writing the notice and except where the meeting was held without notice pursuant to the by-laws of the corporation in that behalf, a certified copy of the notice given to all the members in accordance with the by-laws of the corporation and evidence that the notice was sent in accordance with the by-laws; and

- (d) where the application is under clauses 131 (1) (e) to (g) of the Act, an affidavit by an officer of the corporation setting out that the application has been authorized by a resolution of the board of directors giving the date thereof and having attached as an exhibit to the affidavit a copy of the resolution duly certified under the seal of the corporation, and confirmed in writing,

- (i) by 100 per cent of the members, or

- (ii) by at least 95 per cent of the members,

and, where the confirmation is by the method referred to in subclause ii, the affidavit shall further state that twenty-one days notice of the application has been given by sending the notice to each member to his last address as shown on the books of the corporation and that at the expiration of the twenty-one days none of the members has dissented in writing to the corporation, and shall have attached as an exhibit to the affidavit a certified copy of the notice.

(2) Where the application is under clause 131 (1) (b) of the Act, the affidavit required by clause (1) (c) shall set out in addition that, to the best of the deponent's knowledge and belief, the new name is not objectionable on any public grounds and is not the same as or similar to the name of any known corporation, association, partnership, individual or business so as to be likely to deceive, except those corporations, associations, partnerships, individuals or businesses who are listed and whose consent in writing is filed.

(3) Where the application is under clause 131 (1) (b) of the Act, the corporation shall establish to the satisfaction of the Minister that it is solvent.

(4) For the purposes of subsection (3), a corporation is deemed to be insolvent if its liabilities exceed the realizable value of its assets or if the corporation is unable to pay its debts as they become due. R.R.O. 1970, Reg. 134, s. 5.

#### BOOKS REMOVED FROM HEAD OFFICE

5. An application by a corporation for an order under subsection 304 (3) of the Act shall,

- (a) set out,
  - (i) the name of the corporation,
  - (ii) the date and manner of incorporation of the corporation,
  - (iii) that the corporation is not in default in filing any notice required under the *Corporations Information Act*, and
  - (iv) that a substantial number of the shareholders or members of the corporation live in or in the vicinity of the place in which it is desired to keep the minutes, documents, registers, books of accounts and accounting records and that it is a matter of convenience to have them removed to that place;

- (b) be dated;

- (c) be under the seal of the corporation; and

- (d) be signed by two officers or by one officer and one director of the corporation. R.R.O. 1970, Reg. 134, s. 6; O. Reg. 977/76, s. 1.

6.—(1) Subject to subsection (2), evidence of the *bona fides* of every application by a corporation for an order under subsection 304 (3) of the Act shall be furnished by filing with the application,

- (a) an affidavit by a witness to the execution of the application verifying the signatures to the application and the impression of the seal of the corporation;
- (b) an affidavit by two officers or by one officer and one director of the corporation verifying the statements contained in the application;
- (c) an affidavit by an officer of the corporation setting out that the application has been authorized,

- (i) by a majority of the votes cast at a meeting of its shareholders or members duly called for that purpose, giving the date of the meeting, or

- (ii) by the consent in writing of all the shareholders or members of the corporation entitled to vote at the meeting,

and, when the authorization is by the method referred to in subclause (i), having attached as exhibits to the affidavit,

- (iii) a copy of the resolution duly certified under the seal of the corporation,
- (iv) a certified extract from the minutes of the meeting of the shareholders or members with respect to the resolution,
- (v) a certified extract from the by-laws of the corporation with respect to the calling of meetings of shareholders or members, and
- (vi) except where all the shareholders or members entitled to notice of the meeting have waived in writing the notice and except where the meeting was held without notice pursuant to the by-laws of the corporation in that behalf, a certified copy of the notice given to all the shareholders or members in accordance with the by-laws of the corporation and evidence that the notice was sent in accordance with the by-laws;

- (d) a power of attorney duly executed under the seal of the corporation appointing a resident of Ontario, or a corporation having its head office in Ontario, to be the attorney and representative in Ontario of the corporation ;
  - (e) the consent of the attorney to act as such together with an affidavit verifying the execution of the consent ;
  - (f) an undertaking by the corporation duly executed under the seal of the corporation and signed by two officers or by one officer and one director of the corporation that, upon application to the Minister by any person entitled thereto for the inspection of the minutes, documents, registers, books of account and accounting records of the corporation mentioned in subsection 304 (1) of the Act, the corporation shall, upon the request of the Minister return forthwith to the head office of the corporation such of its minutes, documents, registers, books of account and accounting records as have been removed therefrom pursuant to an order made under subsection 304 (3) of the Act;
  - (g) an affidavit by a witness to the execution of the undertaking mentioned in clause (f) verifying the signatures to the application and the impression of the seal of the corporation; and
  - (h) a bond of a guarantee company within the meaning of the *Guarantee Companies Security Act* to the Treasurer of Ontario.
- (2) Clauses (1) (d), (e), (f), (g) and (h) do not apply to an application to keep the minutes, documents, registers, books, books of account and accounting records mentioned in subsection 304 (1) of the Act at a place or places within Ontario.
- (3) The power of attorney mentioned in clause (1) (d) shall,
- (a) include words expressly authorizing the attorney to act as such and to sue and to be sued, plead and be impleaded in any court in Ontario and generally on behalf of the corporation and within Ontario to accept service of process and to receive all lawful notices and, for the purposes of the corporation, to do all acts and to execute all deeds and other instruments relating to the matters within the scope of the power of attorney; and
  - (b) provide that, until due lawful notice of the appointment of another and subsequent attorney has been given to and accepted by the Minister, service of process or of papers and notices upon the person or corporation mentioned in the original or other power last filed with the Minister shall be accepted

by the corporation as sufficient service in the premises.

(4) The bond mentioned in clause (1) (h) shall be in the following form:

BOND OF A GUARANTEE COMPANY

Whereas subsection 304 (1) of the *Corporations Act* provides that the minutes, documents, registers, books of account and accounting records mentioned therein shall except as provided therein be kept at the head office of the corporation;

And whereas subsection 304 (3) of the said Act provides that, upon necessity therefor being shown and adequate assurance given that the minutes, documents, registers, books of account and accounting records mentioned in the said subsection (1) may be inspected by any person entitled thereto at the head office or some other place in Ontario designated by the Minister after application to him for such inspection, he may upon such terms as he sees fit by order permit any corporation to keep such of them at such place or places other than the head office, as he sees fit;

And whereas the corporation hereinafter named has applied for an order under the said subsection (3);

And whereas the Minister has directed that, as a condition of making the said order, these presents be executed;

Now therefore these presents witness that  
.....is held and firmly  
(name of surety)

bound unto the Treasurer of Ontario for the time being in the penal sum of \$5,000 to be paid to the Treasurer of Ontario for the time being or to any person who may be entitled upon assignment from the Treasurer of Ontario for the time being to recover the sum hereby secured for which payment well and

truly to be made.....binds itself, its  
(name of surety)

successors and assigns firmly by these presents.

In witness whereof.....has caused its cor-  
(name of surety)  
porate seal to be affixed hereto by the hands of its proper officers in that behalf this.....day of  
....., 19....

The condition of this obligation is such that if  
.....doth at all  
(name of corporation)

proper times allow the minutes, documents, registers, books of account and accounting records mentioned

in subsection 304 (1) of the *Corporations Act* to be inspected at the head office of the said corporation by any person entitled thereto as the Minister may direct from time to time by due notice to the said corporation, after application to him by such person for such inspection and, if the auditors of the said corporation are at all times persons who are licensed by The Public Accountants Council for the Province of Ontario or who are members in good standing in an institute or association of accountants incorporated under the authority of the Legislature of any Province of Canada, then this obligation is to be void, otherwise to remain in full force and virtue.

Provided that, if the said Surety at any time gives two calendar months notice in writing to the Treasurer of Ontario of intention to terminate this suretyship, then this obligation shall cease and determine as of the date of such termination. Notice of any claim hereunder shall be made upon the Surety within one year following the date of termination as herein provided. R.R.O. 1970, Reg. 134, s. 7.

7. An application by a corporation for an order under subsection 304 (5) of the Act shall,

- (a) set out,
  - (i) the name of the corporation,
  - (ii) the date and manner of incorporation of the corporation,
  - (iii) that the corporation is not in default in filing any notice required under the *Corporations Information Act*,
  - (iv) particulars of the order made under subsection 304 (3) of the Act or a predecessor of that subsection,
  - (v) that the corporation has returned to the head office all the minutes, documents, registers, books of account and accounting records that were removed from the head office, listing them, and that they are now at the head office of the corporation, giving the location of the head office, including the street and number thereof, if any, and
  - (vi) a request that the order mentioned in subclause (iv) be rescinded and a statement that the request is made *bona fide* and not for any improper purpose;
- (b) be dated;
- (c) be under the seal of the corporation; and

- (d) be signed by two officers or by one officer and one director of the corporation. R.R.O. 1970, Reg. 134, s. 8; O. Reg. 977/76, s. 2.

8. Evidence of the *bona fides* of every application by a corporation for an order under subsection 304 (5) of the Act shall be furnished by filing with the application,

- (a) an affidavit by a witness to the execution of the application verifying the signatures to the application and the impression of the seal of the corporation; and
- (b) an affidavit by two officers or by one officer and one director of the corporation verifying the statements contained in the application. R.R.O. 1970, Reg. 134, s. 9.

#### CHANGE OF PREMISES

9. Evidence of the *bona fides* of every application under subsection 278 (1) of the Act shall be furnished by filing with the application,

- (a) an affidavit by a witness to the execution of the application verifying the signatures to the application and the impression of the seal of the corporation;
- (b) an affidavit by two officers or by one officer and one director of the corporation verifying the statements contained in the application; and
- (c) a copy of the resolution of the directors of the corporation authorizing the application, certified under the seal of the corporation. R.R.O. 1970, Reg. 134, s. 10.

#### SURRENDER OF CHARTER

10. Evidence of the *bona fides* of every application for an order accepting the surrender of the charter of a corporation shall be furnished by filing with the application,

- (a) an affidavit by a witness to the execution of the application verifying the signatures to the application and the impression of the seal of the corporation;
- (b) an affidavit by two officers or by one officer and one director of the corporation verifying the statements contained in the application;
- (c) an affidavit by an officer of the corporation setting out that the application has been authorized,
  - (i) by a majority of the votes cast, or by such other vote as the letters patent or supplementary letters pat-

ent of the corporation provide, at a meeting of its shareholders or members duly called for that purpose, giving the date of the meeting, or

- (ii) by the consent in writing of all the shareholders or members of the corporation entitled to vote at the meeting,

and having attached as an exhibit to the affidavit, a certified copy of the notice of the intentions of the corporation to surrender its charter published in *The Ontario Gazette* and in a newspaper published at or as near as may be to the place where the corporation has its head office, and, where the application has been authorized in the manner set out in subclause (i), having attached to the affidavit, in addition, the following exhibits:

1. A copy of the resolution duly certified under the seal of the corporation.
2. A certified extract from the minutes of the meeting of the shareholders or members with respect to the resolution.
3. A certified extract from the by-laws of the corporation in respect of the calling of meetings of shareholders or members.
4. Except where all the shareholders or members entitled to notice of the meeting have waived in writing the notice and except where the meeting was held without notice pursuant to the by-laws of the corporation in that behalf, a certified copy of the notice given to all the shareholders or members in accordance with the by-laws of the corporation and

evidence that the notice was sent in accordance with the by-laws; and

- (d) the letters patent and supplementary letters patent, if any, of the corporation and any other documents amending the letters patent of the corporation and, where they or any of them are lost or cannot be located, an affidavit by an officer of the corporation to that effect and an undertaking by him to return them to the Minister if they are found at any time in the future. R.R.O. 1970, Reg. 134, s. 11.

#### TERMINATION OF EXISTENCE

11. Evidence of the *bona fides* of every application for an order under section 320 of the Act shall be furnished by filing with the application with necessary modifications, the affidavits mentioned in clauses 10 (a), (b) and (c) of this Regulation together with proof of incorporation of the corporation in the form of a copy of its instrument of incorporation and any amendments thereto certified by the proper officer who is authorized for the purpose. R.R.O. 1970, Reg. 134, s. 12.

#### REVIVAL OF CORPORATION

12. Evidence of the *bona fides* of every application for an order under subsection 317 (10) of the Act shall be furnished by filing with the application,

- (a) an affidavit by a witness to the execution of the application verifying the signature to the application and, where the applicant is a corporation, verifying the signatures to the application and the impression of the seal of the applicant; and
- (b) an affidavit by the applicant and, where the applicant is a corporation, an affidavit by two officers or by one officer and one director of the applicant, verifying the statements contained in the application. R.R.O. 1970, Reg. 134, s. 13.



## REGULATION 187

### under the Corporations Act

#### GENERAL

##### INCORPORATION

1. An application for incorporation of a company shall be in Form 1. R.R.O. 1970, Reg. 135, s. 1.

2. An application for incorporation of a corporation without share capital shall be in Form 2. R.R.O. 1970, Reg. 135, s. 2.

3.—(1) All documents delivered to or filed with the Minister or filed in the office of the Minister, including all affidavits, applications, assurances, balance sheets, by-laws, consents, dissents, notices and statements shall be printed, typewritten or reproduced legibly in a manner suitable for photographing on microfilm, upon one side of good quality white paper that is,

(a) 210 millimetres by 297 millimetres; or

(b) 8½ inches by 11 inches.

(2) A document consisting of two or more pages shall have no backing or binding and shall be stapled in the upper left hand corner. O. Reg. 883/78, s. 1.

##### NAME

4. Where the name of a corporation to be incorporated is the same as or similar to the name of any known corporation so as to be, in the opinion of the Minister, likely to deceive, the name of the corporation to be incorporated shall contain such variations from that of the known corporation as the Minister determines. R.R.O. 1970, Reg. 135, s. 3.

5. The word "amalgamated" shall not be included in the name of a corporation unless the corporation is an amalgamated corporation resulting from the amalgamation of two or more corporations. R.R.O. 1970, Reg. 135, s. 4.

6. The word "housing" shall not be included in the name of a corporation unless the corporation is sponsored by or connected with the Government of Canada or the Government of Ontario. R.R.O. 1970, Reg. 135, s. 5.

7. The name of a company shall not have included therein the word "veteran" or any abbreviation or derivation thereof unless there has been a long and continuous prior user of the name. R.R.O. 1970, Reg. 135, s. 6.

8. The name of a fraternal society incorporated under section 176 of the Act shall include the words "fraternal society". R.R.O. 1970, Reg. 135, s. 7.

9. The name of a pension fund or employees' mutual benefit society incorporated under section 185 of the Act shall include the words "pension fund society" or "employees' mutual benefit society" and the name in whole or in part of the parent corporation. R.R.O. 1970, Reg. 135, s. 8.

10. Where a person has reserved a name and at the expiration of the period for which the name has been reserved no corporation under that name or a similar name has been incorporated, no person shall apply for the reservation of the name or a similar name until the expiration of one year thereafter. R.R.O. 1970, Reg. 135, s. 9.

##### OBJECTS

11.—(1) The objects of a company shall not include that of horse racing and the objects of a corporation shall not include that of dog racing.

(2) Where the objects of a corporation without share capital include that of horse racing, the application for letters patent or supplementary letters patent shall be accompanied by the consent of the Ontario Racing Commission. O. Reg. 383/71, s. 1.

12. The objects of a corporation to which Part V of the Act applies shall contain as the first word thereof the word "co-operatively". R.R.O. 1970, Reg. 135, s. 11.

13.—(1) Where the objects of a corporation, other than a corporation commonly known as a service club, are in whole or in part of a social nature, the letters patent or supplementary letters patent of the corporation shall limit the location of,

(a) its activities;

(b) its clubhouse or premises; or

(c) both.

(2) Where the objects of a corporation are in whole or in part of a social nature, the letters patent or supplementary letters patent of the corporation shall contain the following:

And it is hereby ordained and declared that the corporation is prohibited from occupying and using a house, room or place as a club

that, except for paragraph *a* of subsection 179 (2) of the *Criminal Code* (Canada), would be a common gaming house within the meaning of paragraph *d* of subsection 179 (1) of the said Act; and if it is made to appear to the satisfaction of the Minister that the corporation purports so to use a house, room or place, these letters patent may be cancelled by and in the discretion of the Lieutenant Governor;

And it is hereby further ordained and declared that if it is made to appear to the satisfaction of the Minister that the premises occupied by the corporation are equipped, guarded or otherwise constructed or operated so as to hinder or prevent lawful access to and inspection of such premises by police or fire officers or are found fitted or provided with any means or contrivance for playing any game of chance or any mixed game of chance and skill, gaming or betting or with any device for concealing, removing or destroying such means or contrivance, these letters patent may be cancelled by and in the discretion of the Lieutenant Governor. R.R.O. 1970, Reg. 135, s. 12.

14.—(1) In subsection (2), “war veteran” means a person who served in the armed forces of any country while that country was in a state of war.

(2) Where,

- (a) the name of a corporation without share capital includes the word “veteran” or any abbreviation or derivation thereof; or
- (b) the objects of the corporation include the promotion of interests of war veterans,

the letters patent of the corporation shall provide that at all times at least 95 per cent of the members of the corporation shall be war veterans. R.R.O. 1970, Reg. 135, s. 13.

#### CAPITAL

15. Where a company has more than one class of preference shares, the classes of preference shares shall be designated in order of priority,

- (a) in a numerical or alphabetical sequence but not in a combination thereof; or
- (b) by the use of the words “prior” and “subsequent” or words of like import. R.R.O. 1970, Reg. 135, s. 14.

16. Where the preferences, rights, conditions, restrictions, limitations or prohibitions attaching to preference shares of a class prohibit the right to vote, the word “non-voting” shall form part of the designation of that class of preference shares. R.R.O. 1970, Reg. 135, s. 15.

17. Where the preferences, rights, conditions, restrictions, limitations or prohibitions attaching to preference shares of a class confer upon the holders thereof a preference or right over the holders of shares of another class of shares, whether preference or common, in respect of dividends, such preference or right shall not confer upon the holders thereof a preference or right to an amount by way of dividend in excess of 20 per cent per annum of,

- (a) the par value of that class of preference shares, if with par value; or
- (b) the issued capital attributable to that class of preference shares if without par value. R.R.O. 1970, Reg. 135, s. 16.

18. The preferences, rights, conditions, restrictions, limitations or prohibitions attaching to preference shares of a class shall not prohibit the payment of dividends to the holders of that class of shares. R.R.O. 1970, Reg. 135, s. 17.

19. Where the preferences, rights, conditions, restrictions, limitations or prohibitions attaching to preference shares of a class provide for the payment of a premium in the case of repayment of capital, redemption or purchase for cancellation, then, in any of those cases, the premium shall not exceed 20 per cent of the amount paid on the shares of that class. R.R.O. 1970, Reg. 135, s. 18.

20. Where the preference shares of a class have attached thereto conditions, restrictions or limitations on the right to vote, the preferences, rights, conditions, restrictions or limitations attaching to that class of preference shares shall not condition, restrict or limit the right to vote,

- (a) if the preferences, rights, conditions, restrictions, limitations or prohibitions confer upon the holders thereof a preference or right in respect of cumulative dividends,
  - (i) when the dividends have not been paid for a period aggregating two years, and
  - (ii) until all arrears of the dividends have been paid; and
- (b) if the preferences, rights, conditions, restrictions, limitations or prohibitions confer upon the holders thereof a preference or right in respect of non-cumulative dividends,
  - (i) when the dividends have not been paid for a period of two consecutive years, and
  - (ii) until the dividends have been paid for a period of two consecutive years. R.R.O. 1970, Reg. 135, s. 19.

21. Where preference shares of a class have attached thereto conditions, restrictions, limitations

or prohibitions on the right to vote, the preferences, rights, conditions, restrictions, limitations or prohibitions attaching to that class of preference shares shall provide that the holders of that class are entitled to notice of meetings of shareholders called for the purpose of authorizing the dissolution of the company or the sale of its undertaking or a substantial part thereof. R.R.O. 1970, Reg. 135, s. 20.

#### SUPPLEMENTARY LETTERS PATENT

22. An application by a company for the issue of supplementary letters patent shall,

(a) set out,

- (i) the name of the company,
- (ii) the date and manner of incorporation of the company,
- (iii) where the application is under clauses 34 (1) (c) to (i) of the Act, the authorized capital and the issued capital of the company,
- (iv) that the company is not in default in filing any notice required under the *Corporations Information Act*,
- (v) where the application is under clauses 34 (1) (a) to (n) of the Act, that the application has been authorized by a special resolution,
- (vi) where the application is under clauses 34 (1) (o) to (q) of the Act, that the application has been authorized as required by subsection 34 (3) of the Act, and
- (vii) that the supplementary letters patent are not desired for any improper purpose and are necessary and expedient in the interest of the company;

(b) be dated;

(c) be under the seal of the company; and

(d) be signed by two officers or by one officer and one director of the company. R.R.O. 1970, Reg. 135, s. 21; O. Reg. 976/76, s. 1.

23. An application by a corporation without share capital for the issue of supplementary letters patent shall,

(a) set out,

- (i) the name of the corporation,
- (ii) the date and manner of incorporation of the corporation,

(iii) that the corporation is not in default in filing any notice required under the *Corporations Information Act*,

(iv) where the application is under clauses 131 (1) (e) to (g) of the Act, that the application has been authorized by a special resolution,

(v) where the application is under clauses 131 (1) (e) to (g) of the Act, that the application has been authorized as required by subsection 131 (3) of the Act, and

(vi) that the supplementary letters patent are not desired for any improper purpose and are deemed necessary and expedient in the interest of the corporation;

(b) be dated;

(c) be under the seal of the corporation; and

(d) be signed by two officers or by one officer and one director of the corporation. R.R.O. 1970, Reg. 135, s. 22; O. Reg. 976/76, s. 2.

#### CHANGE OF PREMISES

24. An application under subsection 278 (1) of the Act shall,

(a) set out,

(i) the name and the date and manner of incorporation of the corporation,

(ii) that the corporation is not in default in filing any notice required under the *Corporations Information Act*,

(iii) the location of its premises,

(iv) the location of its proposed premises,

(v) that the application has been authorized by a resolution passed by the directors, giving the date thereof, and

(vi) a request for the consent of the Minister to the proposed change of location of its premises;

(b) be dated;

(c) be under the seal of the corporation; and

(d) be signed by two officers or by one officer and one director of the corporation. R.R.O. 1970, Reg. 135, s. 23; O. Reg. 976/76, s. 3.

## SURRENDER OF CHARTER

25. The letters patent or supplementary letters patent of a private company may provide that an application for an order accepting the surrender of the charter of the company may be authorized at a general meeting of its shareholders duly called for that purpose by a majority of the votes cast thereat or by at least 50 per cent of the votes of all shareholders entitled to vote at the meeting. R.R.O. 1970, Reg. 135, s. 24.

26.—(1) An application for an order accepting the surrender of the charter of a corporation shall,

- (a) set out,
  - (i) the name of the corporation,
  - (ii) the date of incorporation of the corporation,
  - (iii) that the corporation is not in default in filing any notice required under the *Corporations Information Act*,
  - (iv) that the surrender of its charter has been authorized as required by clause 319 (1) (a) of the Act,
  - (v) that it has parted with its property by distributing its property rateably among its shareholders or members, according to their rights or interests in the corporation,
  - (vi) that it has no debts, obligations or liabilities or that its debts, obligations or liabilities have been duly provided for or protected or that its creditors or other persons having interests in its debts, obligations or liabilities consent, as the case may be,
  - (vii) that there are no proceedings pending in any court against it, and
  - (viii) that it has given notice of its intention to surrender its charter by publication once in *The Ontario Gazette* and once in a newspaper published at or as near as may be to the place where the corporation has its head office;
- (b) be dated;
- (c) be under the seal of the corporation; and
- (d) be signed by two officers or by one officer and one director of the corporation. R.R.O. 1970, Reg. 135, s. 25 (1); O. Reg. 976/76, s. 4.

(2) Where a shareholder or member is unknown or his whereabouts is unknown and the corporation has delivered or conveyed his share of the property to the Public Trustee to be held in trust for him or where a

creditor is unknown or his whereabouts is unknown and the corporation has paid to the Public Trustee an amount equal to the amount of the debt due to the creditor to be held in trust for the creditor, the application shall set out a statement to that effect and the application shall be accompanied by a duplicate original or a notarial copy of the agreement with the Public Trustee. R.R.O. 1970, Reg. 135, s. 25 (2).

## TERMINATION OF CORPORATE EXISTENCE

27. An application by a corporation for an order under section 320 of the Act shall comply with necessary modifications with the provisions of section 25 of this Regulation. R.R.O. 1970, Reg. 135, s. 26.

## REVIVAL OF CORPORATION

28. An application for an order under subsection 317 (10) of the Act shall,

- (a) show,
  - (i) the name, and the date and manner of incorporation, of the corporation,
  - (ii) the interest of the applicant in the corporation,
  - (iii) that the default of the corporation that led to its dissolution was due to the inadvertence, accident or neglect of the directors or officers of the corporation,
  - (iv) that the dissolution has resulted or will result in loss or serious inconvenience to the corporation or to the applicant, or that the revival is being sought by the applicant for the purpose of permitting the corporation to complete or carry out a contract entered into by it before its dissolution, as the case may be,
  - (v) that the notices required to be filed by the corporation under the *Corporations Information Act* have been filed and that all other defaults of the corporation to the date of dissolution have been remedied, and
  - (vi) that, since the date of dissolution, no corporation has been incorporated under a name the same as or similar to that of the dissolved corporation or, if it has, the name that is to be substituted for that of the dissolved corporation;

(b) be dated; and

- (c) be signed by the applicant and, where the applicant is a corporation, be under the seal of the applicant and be signed by two officers or by one officer and one director of the applicant. R.R.O. 1970, Reg. 135, s. 27; O. Reg. 976/76, s. 5.

## MISCELLANEOUS

29. Where the letters patent or supplementary letters patent of a corporation provide that the directors of the corporation shall be elected for a term of more than one year, the term shall be an integral number of years not exceeding five. R.R.O. 1970, Reg. 135, s. 28.

30.—(1) Notice of a by-law passed under section 132 of the Act to be filed with the Minister shall be signed manually by a director or officer of the corporation.

(2) Notice of a resolution requiring the voluntary winding up of a corporation to be filed with the Minister shall be signed manually by a director or officer of the corporation or by the liquidator.

(3) Notice to be filed with the Minister under subsection 266 (2) of the Act shall be signed manually by the liquidator.

(4) Notice of a special resolution of a corporation,

- (a) changing the location of its head office; or
- (b) increasing or decreasing the number of its directors,

to be filed with the Minister shall be signed manually by a director or officer of the corporation. R.R.O. 1970, Reg. 135, s. 29.

## EXTRA-PROVINCIAL CORPORATIONS

31. In sections 33 and 35 and in Schedule 2, "further licence" means a licence under Part VIII of the Act issued to a corporation to which a licence under that Part or a predecessor of that Part has previously been issued and is still in force. R.R.O. 1970, Reg. 135, s. 30.

32. Any corporation incorporated under the law of the Province of Quebec is exempt from Part VIII of the Act. R.R.O. 1970, Reg. 135, s. 31.

33. Except where a further licence is issued to a corporation,

- (a) if the corporation has changed its name, authorizing the corporation under its new name to exercise in Ontario the powers contained in its previous licence; or
- (b) extending, limiting or otherwise varying the powers that the corporation may exercise in Ontario,

every licence issued under Part VIII of the Act shall set out the amount of capital that the corporation may use in Ontario. R.R.O. 1970, Reg. 135, s. 32.

34.—(1) An application by an extra-provincial corporation for a licence under Part VIII of the Act shall,

- (a) set out,
  - (i) its corporate name,
  - (ii) the name of the jurisdiction under the laws of which the corporation was incorporated,
  - (iii) the date and manner of its incorporation,
  - (iv) the place where its head office is situated,
  - (v) whether its existence is limited by statute or otherwise and, if so, the date its existence expires and whether its existence may be lawfully extended,
  - (vi) whether it is a valid and subsisting corporation,
  - (vii) whether it has capacity to carry on business in Ontario,
  - (viii) whether it has capacity to hold land and, if so, the conditions, if any, under which land is to be held,
  - (ix) its authorized powers in full,
  - (x) the powers that it desires to exercise in Ontario,
  - (xi) the amount of its authorized capital and whether the capital is divided into shares and, if so, how,
  - (xii) the amount of its subscribed capital,
  - (xiii) the amount of its paid-up capital,
  - (xiv) the location of its principal office or other chief place of business in Ontario,
  - (xv) that it has authorized the making of the application,
  - (xvi) that it has duly appointed an attorney as its representative for service of process, and
  - (xvii) the name, description and place of residence of the attorney;
- (b) be dated;
- (c) be under the seal of the corporation; and
- (d) be signed by two officers or by one officer and one director of the corporation. R.R.O.

1970, Reg. 135, s. 33 (1); O. Reg. 883/78, s. 2.

(2) The application shall be accompanied by,

(a) an affidavit by a witness to the execution of the application, verifying the signatures to the application and the impression of the seal of the corporation;

(b) an affidavit by an officer of the corporation,

(i) verifying the statements contained in the application, and

(ii) setting out that, to the best of his knowledge and belief, the name of the corporation is not objectionable upon any public grounds and is not the same as or similar to the name of any known corporation, association, partnership, individual or business so as to be likely to deceive, except those corporations, associations, partnerships, individuals or businesses who are listed and whose consent in writing is filed;

(c) a certified copy of the resolution of the directors of the corporation, authorizing the application;

(d) a copy of the special Act, letters patent or articles of association or other constating instrument, and amendments thereto, if any, creating the corporation, certified by the officer of the incorporating jurisdiction who is authorized to so certify;

(e) a power of attorney appointing a person resident in Ontario or a company having its head office in Ontario to be the attorney and representative in Ontario of the corporation; and

(f) the consent of the attorney to act as such together with an affidavit verifying the execution of the consent.

(3) The power of attorney mentioned in clause (2) (e) shall,

(a) include words expressly authorizing the attorney to act as such, and to sue and to be sued, plead and be impleaded in any court in Ontario, and generally on behalf of the corporation and within Ontario to accept service of process and to receive all lawful notices and, for the purposes of the corporation, to do all acts and to execute all deeds and other instruments relating to the matters within the scope of the power of attorney; and

(b) provide that, until due lawful notice of the appointment of another and subsequent attorney has been given to and accepted by the Minister, service of process or of papers and notices upon the person or company mentioned in the original or other power last filed with the Minister shall be accepted by the corporation as sufficient service in the premises. R.R.O. 1970, Reg. 135, s. 33 (2, 3).

35. An application by an extra-provincial corporation for a further licence shall,

(a) set out particulars of any previous licence or licences, issued to it under Part VIII of the Act or a predecessor of that Part, that are still in force; and

(b) comply with section 34,

but it is not necessary to set out in the application any of the information required by clause 34 (1) (a) in respect of which there has been no change from that set out in the application for the previous licence under Part VIII of the Act or a predecessor of that Part and it is not necessary to file with the application for the further licence any of the documents mentioned in clauses 34 (2) (d), (e) and (f) that have been filed with the application for the previous licence. R.R.O. 1970, Reg. 135, s. 34.

#### FEEES

36. In Schedule 1, "aggregate capital" means the total of the amounts computed as follows:

1. In respect of shares with par value the amount obtained by multiplying the number of the shares by the par value thereof or by 50 cents, whichever is the greater.
2. In respect of shares without par value where the aggregate consideration exceeding which all the shares may not be issued is set out in the letters patent, the amount of the aggregate consideration or the amount obtained by multiplying the number of shares by 50 cents, whichever is the greater.
3. In respect of shares without par value where the consideration exceeding which each share may not be issued is set out in the letters patent, the amount obtained by multiplying the number of shares by the consideration or by 50 cents, whichever is the greater.
4. In respect of shares without par value where no aggregate consideration exceeding which all the shares may not be issued or, where no consideration exceeding which each share may not be issued, is set out in the letters patent,

the amount obtained by multiplying the number of shares by \$200.

5. In respect of issued shares without par value resulting from a change of issued shares with par value or a subdivision of issued shares without par value, the amount of capital set against the issued shares without par value resulting from the change or subdivision or the amount obtained by multiplying the number of shares resulting from the change or subdivision by 50 cents, whichever is the greater. R.R.O. 1970, Reg. 135, s. 35.

37. The fees set out in Schedule 1 shall be paid on applications, returns, filings and all transactions under Parts I to VII of the Act. R.R.O. 1970, Reg. 135, s. 36.

38. The fees for licences under Part VIII of the Act are those set out in Schedule 2. R.R.O. 1970, Reg. 135, s. 37.

39. The fees shall be paid to the Treasurer of Ontario. R.R.O. 1970, Reg. 135, s. 38.

40. No fees are payable in respect of searches under item 11, or in respect of copies of documents under item 12, of Schedule 1 by,

- (a) any ministry of the Government of Ontario, or any agency, board or commission thereof, including the offices of sheriff and land registrar;
- (b) any department or ministry of government of any other province of Canada or any agency, board or commission thereof having reciprocal arrangements;
- (c) any department of the Government of Canada or any agency, board or commission thereof; or
- (d) the police force and fire department of any municipality in Ontario. R.R.O. 1970, Reg. 135, s. 39.

#### REFUNDS

41.—(1) Where a fee has been paid on an application for incorporation, letters patent of amalgamation, or continuation, supplementary letters patent or an order or for a licence under Part VIII of the Act, and the application is withdrawn, abandoned or refused, subject to subsection (2), there shall be retained,

- (a) where the prescribed fee is less than \$125, the sum of \$50;
- (b) where the prescribed fee is at least \$125 but less than \$200 the sum of \$62.50;
- (c) where the prescribed fee is at least \$200 but less than \$460 the sum of \$100;

(d) where the prescribed fee is at least \$460 but less than \$910 the sum of \$230; and

(e) where the prescribed fee is at least \$910 the sum of \$455,

and the remainder, if any, shall be repaid to the person who paid it or to his legal representative. O. Reg. 383/71, s. 2; O. Reg. 883/78, s. 3.

(2) Where an application referred to in subsection (1) is in respect of a corporation that has objects of a charitable nature, the full amount of the fee that has been paid shall be repaid. R.R.O. 1970, Reg. 135, s. 40 (2).

#### Schedule 1

##### INCORPORATION OF A COMPANY

##### 1. On applications for incorporation of companies:

- |   |   |
|---|---|
| i. Aggregate capital  | Fee   |
| \$40,000 or less but subject to sub-item ii   | \$125   |
| Exceeding \$40,000 but not exceeding \$100,000  | \$125 plus \$1.25 for every \$1,000 or fractional part thereof in excess of \$40,000      |
| Exceeding \$100,000 but not exceeding \$500,000   | \$200 plus 65 cents for every \$1,000 or fractional part thereof in excess of \$100,000   |
| Exceeding \$500,000 but not exceeding \$2,000,000   | \$460 plus 30 cents for every \$1,000 or fractional part thereof in excess of \$500,000   |
| Exceeding \$2,000,000   | \$910 plus 25 cents for every \$1,000 or fractional part thereof in excess of \$2,000,000 |
| ii. Where the aggregate capital does not exceed \$40,000 in the case of co-operative companies, a fee of \$20, and where the aggregate capital exceeds \$40,000 a fee computed in accordance with sub-item i. |   |

AMALGAMATION AND CONTINUATION OF COMPANIES

2. On applications for letters patent amalgamating or continuing companies, a fee based on the aggregate capital of the amalgamated or continued company and computed in accordance with item 1.

INCORPORATION OF A CORPORATION WITHOUT SHARE CAPITAL

3. On applications for incorporation of corporations without share capital, a fee of \$100.

AMALGAMATION AND CONTINUATION OF CORPORATIONS WITHOUT SHARE CAPITAL

4. On applications for letters patent amalgamating or continuing corporations without share capital, a fee computed in accordance with item 3.

SUPPLEMENTARY LETTERS PATENT

5. On applications by companies for the issue of supplementary letters patent,

- (a) changing the name of a company, a fee of \$65;
- (b) increasing or redividing authorized capital or subdividing or changing shares, a fee based on item 1, computed on the difference between the aggregate capital computed after giving effect to the issue of the supplementary letters patent and the aggregate capital immediately prior to the issue of the supplementary letters patent but giving effect to any decrease of authorized capital, as if letters patent were being issued with an aggregate capital equal to the amount of the difference but in no case less than \$125;
- (c) for any other purpose, a fee of \$125.

6. On applications by corporations without share capital, for the issue of supplementary letters patent,

- (a) converting a corporation without share capital into a company; a fee based on the aggregate capital of the company in accordance with item 1;
- (b) for any other purpose, a fee of \$50.

ORDERS

7. On application for an order,

- (a) accepting the surrender of a charter . . . . . no fee
- (b) terminating the corporate existence of a corporation incorporated otherwise

than by letters patent, the same fee as would be payable for an order accepting the surrender of the charter of the corporation if the corporation were incorporated by letters patent;

- (c) under subsection 304 (3) of the Act. . . \$100
- (d) rescinding an order made under subsection 304 (3) of the Act . . . . . 10
- (e) confirming a by-law authorizing the distribution of the property of a company . . . . . 50
- (f) reviving corporate powers, a fee equal to 50 per cent of the fees payable,
  - (i) in respect of a company, for incorporation of the company with its present aggregate capital; and
  - (ii) in respect of a corporation without share capital, for incorporation of the corporation; or
- (g) under subsection 317 (10) of the Act, a fee equal to 50 per cent of the fees payable,
  - (i) in respect of a company, for incorporation of the company with its aggregate capital immediately prior to its dissolution; and
  - (ii) in respect of a corporation without share capital, for incorporation of the corporation.

CONSENT RE PREMISES

8. On applications under subsection 278 (1) of the Act,

- (a) in respect of a company, a fee of \$100; and
- (b) in respect of a corporation without share capital, a fee of \$50.

CORRECTION OF ERRORS

9. On an application for the correction of errors in letters patent, supplementary letters patent or an order before publication of notice of the issue thereof in *The Ontario Gazette*, a fee of \$20.

10.—(1) For searches in person or by letter to determine if any documents are on file with the Minister under the Act or a predecessor thereof, including purchase of a

diazo or microfilm copy of the contents of all such documents, if any, for each corporation..... \$2

(2) Where a fee is paid pursuant to sub-item 1 for a search in person, the Minister may, in his discretion, produce for examination the original documents on file with him without additional charge, in which case no diazo or microfilm copy will be supplied.

11.—(1) For copies of the contents of papers, letters patent, supplementary letters patent, orders and licences on file under the Act or any predecessor thereof in the Ministry, 50 cents a page with a minimum fee of \$2 in respect of each corporation.

(2) For certification of,

- (a) copies of the contents of papers, letters patent, supplementary letters patent, orders and licences, \$10 in respect of each corporation; or
- (b) a diazo or microfilm copy of the contents of papers, letters patent, supplementary letters patent, orders and licences, \$10 in respect of each corporation.

FEES FOR CERTIFICATES

12. For a certificate in respect of a corporation..... \$10  
R.R.O. 1970, Reg. 135, Sched. 1; O. Reg. 883/78, s. 4.

Schedule 2

EXTRA-PROVINCIAL CORPORATIONS

- 1. On applications for an extra-provincial licence, the fee is \$200.
- 2. For a further licence,
  - (a) where a corporation has changed its name, authorizing the corporation under its new name to exercise the powers contained in its previous licence, the fee is \$50; or
  - (b) for any other purpose, the fee is \$200. O. Reg. 883/78, s. 5.

Form 1

Corporations Act

APPLICATION FOR INCORPORATION  
OF A COMPANY

TO HIS HONOUR THE LIEUTENANT GOVERNOR:

Application of:

.....of the.....of  
(names in full)  
.....in the.....of.....  
(county or district) (calling)  
.....of the.....of  
(names in full)  
.....in the.....of.....  
(county or district) (calling)  
.....of the.....of  
(names in full)  
.....in the.....of.....  
(county or district) (calling)  
.....of the.....of  
(names in full)  
.....in the.....of.....  
(county or district) (calling)

We, the applicants, hereby apply to Your Honour to issue, by letters patent, a charter under the *Corporations Act* constituting us and any others who become shareholders of the company thereby created a company and in support thereof state the following:

- 1. Each of the applicants is eighteen or more years of age.
- \*2. The name of the company to be incorporated is.....Limited.
- 3. The objects for which the company is to be incorporated are:  
.....  
.....  
.....
- 4. The head office of the company is to be situate  
.....of.....  
(status of municipality) (name of municipality)  
in the.....of.....  
(county or district)  
in the Province of Ontario.

5. The authorized capital of the company is to be  
.....  
(if all shares are with par value, state amount of  
.....  
authorized capital in dollars or other currency)  
divided into

\*\*

6. The names of the applicants who are to be the  
first directors of the company are.....  
.....  
.....

\*\*\*7. The class and number of shares to be taken by  
each applicant and the amount to be paid therefor  
are as follows:

Applicants	Class and number of shares to be taken	Amount to be paid
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....

Dated this.....day of....., 19....

Signatures of witnesses	Signatures of applicants
.....	.....
.....	.....
.....	.....
.....	.....
.....	.....
.....	.....

\*Section 9 of the Act is as follows:

9. On an application for letters patent, supplementary letters patent or an order, the Lieutenant Governor may give the corporation a name different from its proposed or existing name, may vary the objects or other provisions of the application and may impose such conditions as he deems proper.

\*\*Paragraphs 5, 6, 7 and 10 of subsection 18 (1) of the Act are as follows:

5. The authorized capital, the classes of shares, if any, into which it is to be divided, the number of shares of each class, and the par value of each share, or, where the shares are to be without par value, the consideration, if any, exceeding which each share or the aggregate consideration, if any, exceeding which all the shares of each class may not be issued.

6. Where there are to be preference shares, the preferences, rights, conditions, restrictions, limitations or prohibitions attaching to them or each class of them.

7. Where the company is to be a private company, a statement to that effect and the restrictions to be placed on the transfer of its shares.

10. Any other matters that the applicants desire to have included in the letters patent.

If the company is to be subject to Part IV or V of the Act, set out a statement to that effect.

\*\*\*Section 19 of the Act is as follows:

19. Upon incorporation of a company, each applicant becomes a shareholder holding the class and number of shares stated in the application to be taken by him and is liable to the company for the amount to be paid therefor.

AFFIDAVIT OF WITNESS

PROVINCE OF ONTARIO | In the matter of the *Cor-*  
.....of..... | *porations Act* and of the  
To Wit: | application of.....  
| and others for incorpora-  
| tion as.....Limited

I,.....  
(name in full)  
of the.....of.....in the.....of  
.....in the Province of Ontario,.....  
(calling)



\*Section 9 of the Act is as follows:

9. On an application for letters patent, supplementary letters patent or an order, the Lieutenant Governor may give the corporation a name different from its proposed or existing name, may vary the objects or other provisions of the application and may impose such conditions as he deems proper.

\*\*Subsection 126 (1) of the Act is as follows:

126.—(1) A corporation, except a corporation to which Part V applies, shall be carried on without the purpose of gain for its members and any profits or other accretions to the corporation shall be used in promoting its objects and the letters patent shall so provide, and, where a company is converted into a corporation, the supplementary letters patent shall so provide.

AFFIDAVIT OF WITNESS

PROVINCE OF ONTARIO	In the matter of the <i>Corporations Act</i> and of the
.....of.....	application of.....
To Wit:	.....
	and others for incorporation
	as.....

I,.....  
(name in full)

of the.....of.....in the.....of  
.....in the Province of Ontario,.....  
(calling)

make oath and say that:

1. I was personally present and did see the within application duly signed and executed by

.....  
.....  
.....

the applicants thereto.

2. I know the applicants.

3. I am a subscribing witness to the application.

SWORN before me at the....	..... (signature of witness)
of.....in the.....	
of.....this.....	
day of....., 19....	

A Commissioner, etc.

R.R.O.1970, Reg. 135, Form 2; O. Reg. 443/71, s. 2.

## REGULATION 188

### under the Corporations Act

#### INSIDER TRADING AND PROXY SOLICITATION

##### INTERPRETATION

1. The words and terms used herein which are defined in the Act are used herein as therein defined unless otherwise defined in this Regulation or the context otherwise requires. R.R.O. 1970, Reg. 136, s. 1.

#### PART I

##### INSIDER TRADING

2. The reports required to be filed under subsections 73 (1) and (2) of the Act shall be prepared in accordance with Form 1. R.R.O. 1970, Reg. 136, s. 2.

3. The reports required to be filed under subsection 73 (3) of the Act shall be prepared in accordance with Form 2. R.R.O. 1970, Reg. 136, s. 3.

#### PART II

##### INFORMATION CIRCULAR

4.—(1) An information circular shall contain the information prescribed in Form 3.

(2) The information called for by Form 3 shall be given as of a specified date not more than thirty days prior to the date upon which the information circular is first sent to any of the shareholders of the company and the information circular shall be dated as of such specified date. R.R.O. 1970, Reg. 136, s. 4.

##### INSTRUCTIONS FOR COMPLETION OF INFORMATION CIRCULAR

5.—(1) The information contained in the information circular shall be clearly presented and the statements made therein shall be divided into groups according to subject matter and the various groups of statements shall be preceded by appropriate headings.

(2) The order of items set out in Form 3 need not be followed.

(3) Where practicable and appropriate, information presented shall be in tabular form.

(4) All amounts shall be stated in figures.

(5) Information required by more than one applicable item need not be repeated.

(6) No statement need be made in response to any item which is inapplicable and negative answers to any item may be omitted. R.R.O. 1970, Reg. 136, s. 5.

6. Information that is not known to the person on whose behalf the solicitation is to be made and that is not reasonably within the power of the person to ascertain or procure may be omitted, if a brief statement of the circumstances rendering the information unavailable is made. R.R.O. 1970, Reg. 136, s. 6.

7. There may be omitted from the information circular any information contained in any other information circular, notice of meeting or form of proxy sent to the persons whose proxies were solicited in connection with the same meeting if reference is made to the particular document containing such information. R.R.O. 1970, Reg. 136, s. 7.

8.—(1) Every person that distributes an information circular,

(a) to which Part XVIII of the *Securities Act* is applicable; or

(b) to which sections 83 to 90 of the *Corporations Act* are applicable and that is in respect of a meeting of the shareholders of a company that is a reporting issuer within the meaning of subparagraphs i and iii of paragraph 38 of subsection 1 (1) of the *Securities Act*,

shall file with the Commission a copy of such information circular and any other material distributed by such person in connection with such meeting.

(2) The information circular and other material referred to in subsection (1) shall be filed with the Commission within five days after the date such material is first mailed by the person distributing such material. R.R.O. 1970, Reg. 136, s. 8.

#### PART III

##### BENEFICIAL OWNERSHIP OF SECURITIES

9.—(1) For the purposes of section 73 of the Act, a report filed by a company which includes capital securities beneficially owned by a subsidiary or deemed to be beneficially owned by such subsidiary by virtue of clause 72 (2) (c) of the Act or which includes changes in such subsidiary's beneficial ownership of capital securities shall be deemed to be a report filed by such subsidiary and such subsidiary need not file a separate report.

(2) For the purposes of section 73 of the Act, a report filed by an individual which includes capital securities beneficially owned or deemed to be beneficially owned by virtue of clause 72 (2) (b) of the Act by a company controlled by such individual or by an affiliate, if any, of such controlled company or which includes changes in the beneficial ownership of such capital securities by such controlled company or affiliate shall be deemed to be a report filed by such controlled company or by such affiliate and such controlled company and affiliate need not file a separate report.

(3) Where the Act or regulations require the disclosure of the number or percentage of equity shares beneficially owned by an individual and, by virtue of clause 72 (2) (b) of the Act, one or more companies will also have to be shown as beneficially owning such shares, a statement disclosing all such shares beneficially owned by such individual or deemed to be beneficially owned, and indicating whether such ownership is direct or indirect and if indirect indicating the name of the controlled company or company affiliated with such controlled company through which such shares are indirectly owned and the number or percentage of such shares so owned by such company, shall be deemed sufficient disclosure without disclosing the name of any other company which is deemed to beneficially own the same shares.

(4) Where the Act or regulations require the disclosure of the number or percentage of equity shares beneficially owned by a company and, by virtue of clause 72 (2) (c) of the Act, one or more other companies will also have to be shown as beneficially owning such shares, a statement disclosing all such shares beneficially owned or deemed to be beneficially owned by the parent company and indicating whether such ownership is direct or indirect and if indirect indicating the name of the subsidiary through which such shares are indirectly owned and the number or percentage of such shares so owned shall be deemed sufficient disclosure without disclosing the name of any other company which is deemed to beneficially own the same shares. R.R.O. 1970, Reg. 136, s. 9.

Form 1  
*Corporations Act*

INITIAL REPORT OF INSIDER

1. Name of company of which the undersigned is insider.....
2. Full name of the undersigned.....
3. Business address of the undersigned.....
4. Indicate in what capacity or capacities the undersigned qualifies as an insider.....  
.....(See instruction 3)
5. Capital securities of company beneficially owned directly or indirectly by the undersigned on  
.....(See instruction 4)  
(day) (month) (year)

Designation of security (See instruction 5)	Amount or number (See instruction 6)	Nature of ownership (See instruction 7)
.....	.....	.....

6. Additional remarks.....
- .....

The undersigned hereby certifies that the information given in this report is true and complete in every respect.

.....

(date of report) (signature) (See instruction 9)

It is an offence under the *Corporations Act* to file a false or misleading report.

Instructions:

1. File two signed copies of the report with the Ontario Securities Commission as and when provided for by subsection 73 (1) or (2) of the Act.

2. File a separate report with respect to each company of which you are an insider.

3. Indicate in what capacity you qualify as an insider, for example, "director", "senior officer", "beneficial owner of such number of equity shares as carry more than 10 per cent of the votes attached to all equity shares of the company". If you qualify in more than one capacity, so state. In connection with the meaning of the word "insider", see section 72 of the Act.

4. State your beneficial ownership of capital securities of the company as of the date referred to in subsection 73 (1) of the Act.

5. Under "Designation of Security", identify each class of capital security beneficially owned, for example, "Common shares", "First preference shares", "5 per cent Debentures due 1975", etc.

6. In reporting the amount or number of capital securities beneficially owned, in the case of debt securities give the principal amount thereof and in the case of shares give the number thereof.
7. Under "Nature of Ownership", state whether and to what extent your beneficial ownership of capital securities is direct or indirect. To the extent that your ownership is indirect, indicate in a footnote or some other appropriate manner the name or identity of the medium through which such capital securities are indirectly owned and state the amount or number so owned by such medium. Report capital securities owned indirectly on separate lines from capital securities owned directly.

8. You may include any additional information or explanation that you deem relevant.

9. If the report is filed on behalf of a company, partnership, trust or other entity, the name of the company or other entity shall appear over the signature of the officer or other person authorized to sign the report. If the report is filed by an individual, it shall be signed by him or specifically on his behalf by a person authorized to sign for him.

10. If space provided in any item is insufficient, additional sheets may be used and must be cross-referred to the item and properly identified.

11. Form 36 of Regulation 910 of Revised Regulations of Ontario, 1980 under the *Securities Act*, may be used in lieu of this Form. R.R.O. 1970, Reg. 136, Form 1.

Form 2

Corporations Act

REPORT OF INSIDER ON CHANGES IN OWNERSHIP OF CAPITAL SECURITIES

1. Name of company of which the undersigned is insider.....
2. Full name of the undersigned.....
3. Business address of the undersigned.....
4. Indicate in what capacity or capacities the undersigned qualifies as an insider.....  
.....(See instruction 3)
5. Information given for calendar month of.....
6. Changes during month in the undersigned's direct or indirect beneficial ownership of capital securities of company:

Designation of security (See instruction 5)	Date of purchase or sale transaction (See instruction 6)	Amount or number purchased or otherwise acquired (See instruction 7)	Amount or number sold or otherwise disposed of (See instruction 7)	Price per share or unit at which sold or purchased or otherwise acquired or disposed of	Nature of ownership (See instruction 8)
.....	.....	.....	.....	.....	.....

7. Capital securities of company beneficially owned directly or indirectly by the undersigned at end of month:

Designation of security (See instruction 5)	Amount or number (See instruction 7)	Nature of ownership (See instruction 8)
.....	.....	.....

8. Additional remarks .....

The undersigned hereby certifies that the information given in this report is true and complete in every respect.

.....  
(date of report)

.....  
(signature) (See instruction 11)

It is an offence under the *Corporations Act* to file a false or misleading report.

Instructions:

1. File two signed copies of the report with the Ontario Securities Commission, as and when provided by subsection 73 (3) of the Act.

2. File a separate report with respect to each company of which you are an insider.

3. Indicate in what capacity you qualify as an insider, for example, "director", "senior officer", "beneficial owner of such number of shares as carry more than 10 per cent of the votes attached to all equity shares of the company". If you qualify in more than one capacity, so state. In connection with the meaning of the word "insider" see section 72 of the Act.

4. State all changes in your beneficial ownership of capital securities of the company during the calendar month for which you are reporting and also your beneficial ownership of capital securities as of the end of the month. Report every transaction involving a change in your beneficial ownership of capital securities during the month, even though purchases and sales during the month are equal or the change involves only the nature of ownership, for example, from direct to indirect ownership.
5. Under "Designation of Security", identify each class of capital security beneficially owned, for example, "Common shares", "First preference shares", "5 per cent Debentures due 1975", etc.

6. Show the date (day, month and year) of each security transaction opposite the amount or number of securities involved in the transaction and the price per unit or share at which the capital securities were sold or purchased.

7. In reporting the amount or number of capital securities acquired, disposed of or beneficially owned, in the case of debt securities give the principal amount thereof and in the case of shares give the number thereof.

8. Under "Nature of Ownership", state whether and to what extent your beneficial ownership of capital securities is direct or indirect. To the extent your ownership is indirect, indicate in a footnote or some other appropriate manner the name or identity of the medium through which such capital securities are indirectly owned and state the amount or number so owned by each such medium. Report capital securities owned indirectly on separate lines from capital securities owned directly.

9. If you acquired from or sold to the company of which you are an insider any of its capital securities, so state. If the acquisition of capital securities was through the exercise of an option, so state and give the price per share or unit paid. If any purchase or sale was effected otherwise than in the open market, so state, giving particulars. If the transaction was not a purchase or sale, indicate its character, for example, "gift", "stock dividend", etc., as the case may be. (This information may be set out in Item 8 of this Form.)
10. You may include any additional information or explanation that you deem relevant.
11. If the report is filed on behalf of a company, partnership, trust or other entity, the name of the company or other entity shall appear over the signature of the officer or other person authorized to sign the report. If the report is filed on behalf of an individual, it shall be signed by him or specifically on his behalf by a person authorized to sign for him.
12. If space provided in any item is insufficient, additional sheets may be used and must be cross-referred to the item and properly identified.
13. Form 37 of Regulation 910 of Revised Regulations of Ontario, 1980 under the *Securities Act* may be used in lieu of this Form. R.R.O. 1970, Reg. 136, Form 2.

### Form 3

#### *Corporations Act*

### INFORMATION CIRCULAR

#### ITEM 1. Revocability of Proxy:

State whether the person giving the proxy has the power to revoke it. If any right of revocation is limited or is subject to compliance with any formal procedure, briefly describe such limitation or procedure.

#### ITEM 2. Persons Making the Solicitation:

(a) If a solicitation is made by or on behalf of the management of the company, so state. Give the name of any director of the company who has informed the management in writing that he intends to oppose any action intended to be taken by the management and indicate the action that he intends to oppose.

(b) If a solicitation is made otherwise than by or on behalf of the management of the company, so state and give the name of the person by whom and on whose behalf it is made.

(c) If the solicitation is to be made otherwise than by mail, describe the method to be employed. If the solicitation is to be made by specially engaged employees or soliciting agents, state,

(i) the material features of any contract or arrangement for such solicitation and identify the parties to such contract or arrangement, and

(ii) the cost or anticipated cost thereof.

(d) State the name of the person by whom the cost of soliciting has been or will be borne, directly or indirectly.

#### ITEM 3. Interest of Certain Persons in Matters to be Acted Upon:

Give brief particulars of any material interest, direct or indirect, by way of beneficial ownership of capital securities or otherwise, of each of the following persons in any matter to be acted upon other than the election of directors or the appointment of auditors:

(a) If the solicitation is made by or on behalf of the management of the company, each person who has been a director or senior officer of the company at any time since the beginning of the last completed financial year of the company.

(b) If the solicitation is made otherwise than by or on behalf of the management of the company, each person on whose behalf, directly or indirectly, the solicitation is made.

(c) Each proposed nominee for election as a director of the company.

(d) Each associate of any of the foregoing persons.

#### *Instructions to Paragraph (b):*

1. The following persons shall be deemed to be persons by whom or on whose behalf the solicitation is made:

(a) any member of a committee or group that solicits proxies, and any person whether or not named as a member who, acting alone or with one or more other persons, directly or indirectly, takes the initiative or engages in organizing, directing or financing any such committee or group;

(b) any person who finances or joins with another to finance the solicitation of proxies except a person who contributes not more than \$250 and who is not otherwise a person by whom or on whose behalf the solicitation is made; or

- (c) any person who lends money, furnishes credit or enters into any other arrangements, pursuant to any contract or understanding with a person by whom or on whose behalf a solicitation is made, for the purpose of financing or otherwise inducing the purchase, sale, holding or voting of capital securities of the company, provided, however, that this clause does not include a bank or other leading institution or a broker or dealer who, in the ordinary course of business, lends money or executes orders for the purchase or sale of capital securities and who is not otherwise a person on whose behalf a solicitation is made.

2. The following persons shall be deemed not to be persons by whom or on whose behalf a solicitation is made:

- (a) any person retained or employed by a person by whom or on whose behalf a solicitation is made to solicit proxies and who is not otherwise a person by whom or on whose behalf a solicitation is made or any person who merely transmits proxy-soliciting material or performs ministerial or clerical duties;
- (b) any person employed or retained by a person by whom or on whose behalf a solicitation is made in the capacity of lawyer, accountant, or advertising, public relations or financial adviser, and whose activities are limited to the performance of his duties in the course of such employment or retainer;
- (c) any person regularly employed as an officer or employee of the company or any of its affiliates who is not otherwise a person by whom or on whose behalf a solicitation is made; or
- (d) any officer or director of, or any person regularly employed by, any other person by whom or on whose behalf a solicitation is made, if such officer, director, or employee is not otherwise a person by whom or on whose behalf a solicitation is made.

ITEM 4. Voting Shares and Principal Holders Thereof:

- (a) State as to each class of equity shares of the company entitled to be voted at the meeting, the number of shares outstanding of each such class and the number of votes to which each share of each such class is entitled.

- (b) Give the record date as of which the shareholders entitled to vote at the meeting will be determined or particulars as to the closing of the share transfer register, as the case may be, and, if the right to vote is not limited to shareholders of record as of a specified record date, indicate the conditions under which shareholders are entitled to vote.

- (c) If action is to be taken with respect to the election of directors and if the shareholders or any class of shareholders have the right to elect a specified number of directors or have cumulative or similar voting rights, include a statement of such rights and state briefly the conditions precedent, if any, to the exercise thereof.

- (d) If, to the knowledge of the directors or senior officers of the company any person beneficially owns, directly or indirectly, equity shares carrying more than 10 per cent of the voting rights attached to all equity shares of the company, name each such person, state the approximate number of such shares beneficially owned, directly or indirectly, by each such person and the percentage of outstanding equity shares of the company represented by the number of shares so owned.

ITEM 5. Election of Directors:

- (a) If directors are to be elected, furnish the following information, in tabular form to the extent practicable, with respect to each person proposed to be nominated for election as a director and each other person whose term of office as a director will continue after the meeting:

- (i) Name each such person, state when his term of office or the term of office for which he is a proposed nominee will expire and all other positions and offices with the company presently held by him, and indicate which of such persons are proposed nominees for election as directors at the meeting.
- (ii) State the present principal occupation or employment of each such person, giving the name and principal business of any company or other organization in which such employment is carried on. Furnish similar information as to all of the principal occupations or employments of each such person within the five preceding years, unless he is now a director and was elected to his present term of office by a vote of shareholders at a meeting, the notice of which was accompanied by an information circular.
- (iii) If any such person is or has been a director of the company, state the period or periods during which he has served as such.
- (iv) State the approximate number of shares of each class of equity shares of the company or of a subsidiary of the company beneficially owned, directly or indirectly, by each such person.

- (v) If more than 10 per cent of the voting rights attached to all equity shares of the company or of a subsidiary of the company are beneficially owned, directly or indirectly, by any such person and his associates, state the approximate number of each class of such shares beneficially owned by such associates, naming each associate whose shareholdings are substantial.

(b) If any proposed nominee for election as a director is to be elected pursuant to any arrangement or understanding between the nominee and any other person, except the directors and senior officers of the company acting solely in such capacity, name such other person and describe briefly such arrangement or understanding.

#### ITEM 6. Remuneration of Management and Others:

- (a) If action is to be taken with respect to,
- (i) the election of directors;
  - (ii) any bonus, profit sharing or other remuneration plan, contract or arrangement in which any director or proposed nominee for election as director or senior officer of the company will participate;
  - (iii) any pension or retirement plan of the company in which any such person will participate; or
  - (iv) the granting or extension to any such person of any options, warrants or rights to purchase any shares or convertible securities other than warrants or rights issued to shareholders as such, or to shareholders as such resident in Canada, on a *pro rata* basis,

furnish the information required by paragraphs (b), (c), (d), (e) and (f), in tabular form if practicable, provided that if the solicitation is made by or on behalf of a person other than the management of the company, the information required by this item need be furnished only as to proposed nominees of the person for election as directors and as to their associates.

(b) State the aggregate direct remuneration paid or payable by the company and its subsidiaries, whose financial statements are consolidated with those of the company, to the directors and the senior officers of the company, during the company's last completed financial year, and as a separate amount the aggregate direct remuneration paid or payable to such directors and senior officers by the subsidiaries of the company whose financial statements are not consolidated with those of the company.

#### Instructions:

1. Do not include remuneration paid or payable to a partnership in which any person in receipt of remuneration was a partner.
2. The information called for by paragraphs (b), (c) and (d) of this item may be given for all directors and senior officers as a group, without naming them.

(c) State the estimated aggregate cost to the company and its subsidiaries in the last completed financial year of all pension benefits proposed to be paid under any normal pension plan in the event of retirement at normal retirement age, directly or indirectly, by the company or any of its subsidiaries to the persons mentioned in paragraph (b) or, in the alternative, the estimated aggregate amount of all such pension benefits proposed to be paid in the event of retirement at normal retirement age, directly or indirectly, by the company or any of its subsidiaries to the persons mentioned in paragraph (b).

(d) State the aggregate of all remuneration payments (other than payments of the type required to be reported under paragraph (b) or (c)) made during the company's last completed financial year and, as a separate amount, proposed to be made in the future, directly or indirectly, by the company or any of its subsidiaries pursuant to any existing plan or arrangement to each person referred to in paragraph (b), provided that information need not be included as to payments to be made for, or benefits to be received from, group life or accident insurance, group hospitalization or similar group benefits or payments.

#### Instructions:

1. The word "plan" in paragraph (d) includes all plans, contracts, authorizations or arrangements, whether or not contained in any formal document or authorized by any resolution of the directors of the company or its subsidiaries but does not include the Canada Pension Plan or any Government plan similar thereto.
2. In paragraph (d), if it is impracticable to state the amount of remuneration payments proposed to be made, the aggregate amount set aside and accrued to date in respect of such payments shall be stated, together with an explanation of the basis of future payments.
3. In giving information as to aggregate remuneration payments under paragraph (d) of this item include any payments made or proposed to be made with respect to deferred compensation benefits, retirement benefits or other benefits except for such amounts as were paid or would be paid under the normal pension plan of the company and its subsidiaries.

(e) State as to all options to purchase capital securities of the company or any of its subsidiaries that, since the commencement of the company's last complete financial year, were granted to or exercised by all the persons mentioned in paragraph (b) as a group, without naming them, the following particulars:

(A) Options granted, state:

- (i) the description and number of capital securities included,
- (ii) the dates of grant, the prices, expiration dates and other material provisions,
- (iii) the consideration received for the granting thereof, and
- (iv) where reasonably ascertainable, a summary showing the price range of the capital securities in the thirty-day period preceding the date of grant and, if not reasonably ascertainable, a statement to that effect.

(B) As to options exercised, state:

- (i) the description and number of capital securities purchased,
- (ii) the purchase price, and
- (iii) where reasonably ascertainable, a summary showing the price range of the capital securities in the thirty-day period preceding the date of purchase and, if not reasonably ascertainable, a statement to that effect.

*Instructions:*

1. The word "options" as used in paragraph (e) includes all options, share purchase warrants or rights other than those issued to all shareholders of the same class or to all shareholders of the same class resident in Canada on a *pro rata* basis.
2. The extension of options shall be deemed a granting of options within the meaning of paragraph (e).
3. The information regarding the option price of the capital securities may be given in the form of price ranges for each calendar quarter during which options were granted or exercised.
4. Where the price of the capital securities is not meaningful, it is permissible to state in lieu of such price the formula by which the price of the securities under option will be determined.

(f) In regard to,

- (i) each director and each senior officer of the company;
- (ii) each proposed nominee for election as a director of the company; and
- (iii) each associate of any such director, senior officer or proposed nominee,

who is or has been indebted to the company or its subsidiaries at any time since the beginning of the last completed financial year of the company, state the largest aggregate amount of indebtedness outstanding at any time during the period, the nature of the indebtedness and of the transaction in which it was incurred, the amount thereof presently outstanding, and the rate of interest paid or charged thereon.

*Instructions:*

1. It is not necessary in the determination of the amount of indebtedness to include amounts due from the particular person for purchases subject to usual trade terms, for ordinary travel and expense advances and for other like transactions.
2. Such information need not be furnished for any person whose aggregate indebtedness did not exceed \$5,000 at any time during the period specified.

**ITEM 7. Interest of Management and Others in Material Transactions:**

Describe briefly, and where practicable state the approximate amount, of any material interest, direct or indirect, of any of the following persons in any transaction since the commencement of the company's last completed financial year or in any proposed transaction which, in either such case, has materially affected or will materially affect the company or any of its subsidiaries:

- (i) any director or senior officer of the company;
- (ii) any proposed nominee for election as a director of the company;
- (iii) any shareholder named in answer to paragraph (d) of item 4; and
- (iv) any associate or affiliate of any of the foregoing persons.

*Instructions:*

1. Give a brief description of the material transaction, the name and address of each person whose interest in any transaction is described and the nature of the relationship by reason of which such interest is required to be described.

2. As to any transaction involving the purchase or sale of assets by or to the company or any subsidiary, otherwise than in the ordinary course of business, state the cost of the assets to the purchaser and the cost of the assets to the seller if acquired by the seller within two years prior to the transaction.

3. This item does not apply to any interest arising from the ownership of capital securities of the company where the securityholder receives no extra or special benefit or advantage not shared on a *pro rata* basis by all holders of the same class of capital securities or all holders of the same class of capital securities who are resident in Canada.

4. Information shall be included as to any material underwriting discounts or commissions upon the sale of capital securities by the company where any of the specified persons was or is to be an underwriter who was or is to be in contractual relationship with the company with respect to capital securities of the company or is an associate, affiliate or partner of a person or partnership that was or is to be such an underwriter.

5. No information need be given in answer to this item as to any transaction or any interest therein where,

(a) the rates or charges involved in the transaction are fixed by law or determined by competitive bids;

(b) the interest of the specified person in the transaction is solely that of a director of another company that is a party to the transaction;

(c) the transaction involves services as a chartered bank or other depository of funds, transfer agent, registrar, trustee under a trust indenture or other similar services; or

(d) the transaction does not, directly or indirectly, involve remuneration for services, and

(i) the interest of the specified person arose from the beneficial ownership, direct or indirect, of less than 10 per cent of any class of equity shares of another company that is a party to the transaction,

(ii) the transaction is in the ordinary course of business of the company or its subsidiaries, and

(iii) the amount of the transaction or series of transactions is less than 10 per cent of the total sales or purchases, as the case may be, of the company and its subsidiaries for the last completed financial year.

6. Information shall be furnished in answer to this item with respect to transactions not excluded above which involve remuneration, directly or indirectly, to any of the specified persons for services in any capacity unless the interest of such person arises solely from the beneficial ownership, direct or indirect, of less than 10 per cent of any class of equity shares of another company furnishing the services to the company or its subsidiaries.

7. This item does not require the disclosure of any interest in any transaction unless such interest and transaction are material.

#### ITEM 8. Appointment of Auditors:

If action is to be taken with respect to the appointment of auditors, names such auditors and, if appointed within the preceding five years, the date when they were first appointed.

#### ITEM 9. Management Contracts:

Where management functions of the company or a subsidiary are to any substantial degree performed by a person other than the directors or senior officers of the company or subsidiary:

(a) give details of the agreement or arrangement under which such functions are so performed, including the name and address of any person who is a party to such agreement or arrangement or who is responsible for performing such functions;

(b) give the names and addresses of the insiders of any company with which the company or subsidiary has any such agreement or arrangement;

(c) with respect to any person named in answer to paragraph (a), state the amounts paid or payable by the company and its subsidiaries to such person since the commencement of the company's last completed financial year and give particulars with respect thereto; and

(d) with respect to any person named in answer to paragraph (a) or (b) of this item or their associates or affiliates, give particulars of,

(i) any indebtedness of such person to the company or its subsidiaries that was outstanding, and

- (ii) any transaction or arrangement of such person with the company or subsidiary,

at any time since the commencement of the company's last completed financial year.

*Instructions:*

1. In giving the information called for by this item, it is not necessary to refer to any matter that in all the circumstances is of relative insignificance.
2. In giving particulars of indebtedness state the largest aggregate amount of indebtedness outstanding at any time during the period, the nature of the indebtedness and of the transaction in which it was incurred, the amount thereof presently outstanding and the rate of interest paid or charged thereon.
3. It is not necessary in the determination of the amount of indebtedness to include amounts due from the particular person for purchases subject to usual trade terms, for ordinary

travelling and expense advances and for other like transactions.

ITEM 10. Particulars of Matters to be Acted Upon:

If action is to be taken on any matter to be submitted to the meeting of shareholders other than the approval of financial statements, the substance of each such matter, or related groups of matters, should be briefly described, except to the extent described pursuant to the foregoing items, in sufficient detail to permit shareholders to form a reasoned judgment concerning any such matter. Without limiting the generality of the foregoing, such matters include increases or decreases of authorized or issued capital, amendments to letters patent or supplementary letters patent, property acquisitions or dispositions, amalgamations or reorganizations. If any such matter is one that is not required to be submitted to a vote of shareholders, the reasons for submitting it to shareholders should be given and a statement should be made as to what action is intended to be taken by management in the event of a negative vote by the shareholders.

R.R.O. 1970, Reg. 136, Form 3.

REGULATION 189

under the Corporations Information Act

GENERAL

1. The initial notice and the notice of change required to be filed under subsections 3 (1) and (3) of the Act shall be prepared in accordance with Form 1 as provided by the Ministry. O. Reg. 975/76, s. 1.

2. The initial notice and the notice of change required to be filed under subsection 4 (1) of the Act shall be prepared in accordance with Form 2 as provided by the Ministry. O. Reg. 975/76, s. 2.

3. The initial notice and the notice of change required to be filed under subsection 4 (2) of the Act shall be prepared in accordance with Form 3 as provided by the Ministry. O. Reg. 975/76, s. 3.

4. The notice required to be filed under section 5 of the Act shall be prepared in accordance with Form 1, 2 or 3, as the case requires, as provided by the Ministry. O. Reg. 975/76, s. 4.

5. A corporation incorporated, continued or amalgamated under the laws of the Province of Quebec shall file the information required to be filed under subsection 4 (2) of the Act in accordance with Form 3 as provided by the Ministry. O. Reg. 975/76, s. 5.

6. Where a corporation files with the Minister a statement under subsection 2 (2) of the Act or a renewal or withdrawal under subsection 2 (6) of the Act, the statement, renewal or withdrawal shall be in the form provided by the Ministry. O. Reg. 975/76, s. 6.

7. Where two or more persons, of which at least two are corporations, carry on business in Ontario or identify themselves to the public in Ontario in any form of association or partnership by a name or style required to be registered under subsection 2 (1) of the Act, the corporations are exempt from the requirements of subsection 2 (4) of the Act where,

- (a) the name or style has been registered under the said subsection (1); and
- (b) the words "Reg'd. Style Name", in conjunction with the name or style, are set out in legible characters in all contracts, invoices, negotiable instruments and orders for goods or services made by or on behalf of the association or partnership. O. Reg. 176/79, s. 1.

8. The following classes of corporations are exempt from filing under section 3 of the Act:

- 1. Corporations subject to the *Bank Act* (Canada).

- 2. Corporations that operate railways or telegraph lines or carry on the business of a railway express company or the business of leasing or hiring railway sleeping, parlour or dining cars in Ontario.

- 3. Corporations subject to the *Telephone Act*.

- 4. Corporations to which the *Credit Unions and Caisses Populaires Act* applies.

- 5. Corporations registered under the *Prepaid Hospital and Medical Services Act*.

- 6. International Bank for Reconstruction and Development approved by the *Bretton Woods Agreements Act* (Canada).

- 7. Municipalities within the meaning of the *Municipal Affairs Act*.

- 8. Corporations licensed as insurers under the *Insurance Act*.

- 9. Corporations registered under the *Loan and Trust Corporations Act*. O. Reg. 975/76, s. 7.

9. The executive director, director companies services branch, controller of records, assistant controller of records and registrar of partnerships of the Companies Division of the Ministry of Consumer and Commercial Relations may sign any certificate for the purposes of section 16 of the Act. O. Reg. 975/76, s. 8.

10. The fees set out in Schedule 1 shall be paid to the Treasurer of Ontario. O. Reg. 975/76, s. 10.

Schedule 1

FEES

- 1. For filing and registration of a statement under subsection 2 (2) of the Act or a renewal or withdrawal under subsection 2 (6) of the Act and issuing a certified copy thereof ..... \$10.00
- 2. For a certificate of registration or for a certificate of non-registration under subsection 2 (2) of the Act ..... 10.00
- 3.—(1) Subject to subsection (2), for the search of each name or style that is submitted and, when requested, for a copy of the registration, if any ..... 2.00

- (2) For each copy of each registration, renewal or withdrawal of a name or style filed under the Act during a specified day or days, where requested in advance and no search is required ..... \$ .60
- 4. For certification of a copy of a registration, renewal or withdrawal of a statement of a name or style under the Act ..... 10.00
- 5.—(1) For searches in person or by letter to determine if any documents are on file with the Minister under the Act or a predecessor thereof, including purchase of a diazo or microfilm copy of the contents of all such documents, if any, for each corporation ..... 2.00
- (2) Where a person has paid a fee under subitem (1) for a search in person, the Minister may, in his discretion, produce for examination the original documents on file with him without additional charge, in which case no diazo or microfilm copy will be supplied.
- 6.—(1) For copies of the contents of documents and notices on file under the Act or any predecessor thereof in the Ministry, 50 cents a page with a minimum fee of \$2 in respect of each corporation.

- (2) For certification of,
  - (a) the contents of notices or documents, \$10 in respect of each corporation;
  - (b) a diazo or microfilm copy of the contents of notices and documents, \$10 in respect of each corporation.
- 7. No fees are payable for any of the matters specified in items 2, 3, 4, 5 and 6 of this Schedule by,
  - (a) any Ministry of the Government of Ontario, or any agency, board or commission thereof, including the offices of sheriffs and land registrars;
  - (b) any department of the government of any other province of Canada having reciprocal arrangements or any agency, board or commission thereof;
  - (c) any department of the government of Canada or any agency, board or commission thereof; or
  - (d) the police department, fire department or any licensing agency of any municipality in Ontario.

O. Reg. 975/76, Sched. 1; O. Reg. 884/78, s. 1.

FO: CORPORATIONS INFORMATION SECTION  
COMPANIES SERVICE BRANCH  
MINISTRY OF CONSUMER AND  
COMMERCIAL RELATIONS  
555 YONGE ST.  
TORONTO, ONTARIO M7A 2H6

Form 1

INITIAL NOTICE OR NOTICE OF CHANGE  
BY AN ONTARIO CORPORATION OR  
CORPORATION HOLDING A LICENCE  
IN MORTMAIN  
**FORM 1**  
CORPORATIONS INFORMATION ACT

1. CORPORATION NAME			2. ONTARIO CORPORATION NUMBER		
3. DATE OF INCORPORATION/AMALGAMATION		4. MANNER OF INCORPORATION/AMALGAMATION		5. JURISDICTION ONTARIO	
6. FULL ADDRESS OF THE HEAD OFFICE				5. JURISDICTION OF NOT-DOMESTIC	
				EFFECTIVE DATE	
7. PRINCIPAL PLACE OF BUSINESS IF DIFFERENT FROM HEAD OFFICE				POSTAL CODE	
				EFFECTIVE DATE	
8. PRESENT DIRECTORS FULL NAME			* RESIDENT CANADIAN YES NO		DATE BECAME DIRECTOR
A.					
B.					
C.					
D.					
E.					
F.					
G.					
9. PRESENT OFFICERS FULL NAME			FULL RESIDENCE ADDRESS		DATE BECAME OFFICER
PRESIDENT					
SECRETARY					
TREASURER					
GENERAL MANAGER					
10. PERSONS WHO SINCE LAST NOTICE HAVE BEEN BUT ARE NO LONGER DIRECTORS - IF NO CHANGE SINCE LAST NOTICE CHECK BOX					<input type="checkbox"/>
FULL NAME			FULL RESIDENCE ADDRESS		DATE CEASED TO BE DIRECTOR
A.					
B.					
C.					
D.					
E.					
F.					
G.					
11. PERSONS WHO SINCE LAST NOTICE HAVE BEEN BUT ARE NO LONGER OFFICERS - IF NO CHANGE SINCE LAST NOTICE CHECK BOX					<input type="checkbox"/>
FULL NAME			FULL RESIDENCE ADDRESS		DATE CEASED TO BE OFFICER
12. (PRINT NAME IN FULL)					
<input type="checkbox"/> DIRECTOR					
<input type="checkbox"/> OFFICER					
<input type="checkbox"/> OTHER PERSON HAVING KNOWLEDGE OF THE AFFAIRS OF THE CORPORATION					
I, _____ SIGNATURE					
CERTIFY THAT THE INFORMATION HEREIN CONTAINED IS TRUE AND CORRECT					

\* Applies only in the case of corporation with share capital

Form 2

TO: CORPORATIONS INFORMATION SECTION  
COMPANIES SERVICES BRANCH  
MINISTRY OF CONSUMER AND  
COMMERCIAL RELATIONS  
555 YONGE ST.,  
TORONTO, ONT. M7A 2H6

INITIAL NOTICE OR NOTICE OF CHANGE  
BY AN EXTRA-PROVINCIAL CORPORATION  
**FORM 2**  
CORPORATIONS INFORMATION ACT

1. CORPORATION NAME		2. ONTARIO CORPORATION NUMBER	
3. NAME LICENSED TO USE IN ONTARIO, IF DIFFERENT FROM THE CORPORATE NAME			
4. FORMER CORPORATION NAME (see instruction 4.)		EFFECTIVE DATE	
5. FULL ADDRESS OF THE, PRINCIPAL OFFICE IN ONTARIO		EFFECTIVE DATE	
		POSTAL CODE	
6. PRESENT CHIEF OFFICER/MANAGER IN ONTARIO FULL NAME		FULL OFFICE ADDRESS	
		DATE APPOINTED	
		POSTAL CODE	
7. PRESENT ATTORNEY FOR SERVICE IN ONTARIO FULL NAME		FULL OFFICE ADDRESS	
		DATE APPOINTED	
		POSTAL CODE	

8. (PRINT NAME IN FULL)

\_\_\_\_\_  
CERTIFY THAT THE INFORMATION HEREIN  
CONTAINED IS TRUE AND CORRECT

- ☐ DIRECTOR
- ☐ OFFICER
- ☐ OTHER PERSON HAVING KNOWLEDGE OF THE AFFAIRS OF THE CORPORATION

\_\_\_\_\_  
SIGNATURE

Form 3

TO: CORPORATION INFORMATION SECTION  
COMPANIES SERVICES BRANCH  
MINISTRY OF CONSUMER AND  
COMMERCIAL RELATIONS  
555 YONGE ST.  
TORONTO, ONT. M7A 2H6

INITIAL NOTICE OR NOTICE OF CHANGE  
BY A CANADA OR QUEBEC CORPORATION  
**FORM 3**  
CORPORATIONS INFORMATION ACT

1. CORPORATION NAME		2. ONTARIO CORPORATION NUMBER	
3. FORMER CORPORATION NAME (SEE ITEM 3 OF INSTRUCTIONS)		DATE OF CHANGE	
4. CURRENT JURISDICTION OF INCORPORATION, CONTINUATION OR AMALGAMATION  CANADA <input type="checkbox"/>  QUEBEC <input type="checkbox"/>		DATE OF INCORPORATION OR AMALGAMATION	
5. FORMER JURISDICTION OF INCORPORATION, CONTINUATION OF AMALGAMATION		DATE OF CHANGE	
6. (PRINT NAME IN FULL)  I, _____  CERTIFY THAT THE INFORMATION HEREIN CONTAINED IS TRUE AND CORRECT  _____  SIGNATURE			

☐ DIRECTOR  
☐ OFFICER  
☐ OTHER PERSON HAVING KNOWLEDGE OF THE AFFAIRS OF THE CORPORATION



REGULATION 190

under the Corporation Securities Registration Act

FEEES

1. The Minister is entitled to receive for services under the Act the following fees:

- 1. For the filing and registration of,
  - i. a mortgage, charge, assignment of book debts or other document,
  - ii. an assignment of mortgage, charge or assignment of book debts,
  - iii. a discharge or partial discharge of mortgage, charge or assignment of book debts,including the endorsement of registration particulars on one duplicate copy, if a duplicate original is registered or filed, or a certificate of registration or filing if an affidavit is filed, as the case may be ..... \$25.00
- 2. For general inspection of the books and records in respect of any one corporation ..... 2.00
- 3. For production or inspection of a mortgage, charge, assignment or document on file ..... 2.00

- 4. For copies of a document, instrument, affidavit or paper relating to a registration under the Act, 50 cents a page with a minimum fee of \$2.00 in respect of each registration for which copies are requested.
- 5. For certification of a copy of any document, instrument, affidavit or paper relating to a registration under the Act ..... \$10.00
- 6. For a certificate of the filing of any instrument or affidavit under the Act ..... 10.00
- 7. For a certificate as to prior registrations, if any, of mortgages, charges, or assignments created or made by a mortgagor or assignor ..... 20.00

O. Reg. 903/79, s. 1.

2. The executive director, the senior legal officer, director of Companies Services Branch, the controller of records or the assistant controller of records of the Companies Division of the Ministry of Consumer and Commercial Relations may sign any certificate required or authorized by section 10 of the Act. O. Reg. 903/79, s. 2.



## REGULATION 191

### under the Corporations Tax Act

#### GENERAL

##### PART I

#### DEDUCTIONS IN RESPECT OF OIL OR GAS WELLS AND MINERAL RESOURCES

#### 101.—(1) In this Part,

(a) "Canadian exploration and development expenses incurred in oil or gas operations" means that part of the corporation's Canadian exploration and development expenses that is,

(i) a drilling or exploration expense, including any general geological or geophysical expense incurred on or in respect of exploring or drilling for petroleum or natural gas in Canada,

(ii) an expenditure incurred for the purpose of,

(A) exploration in respect of, or

(B) development of,

a petroleum deposit for the purpose of gaining or producing income from the extraction of material from such deposit, or

(iii) the cost of a Canadian oil or gas resource property;

(b) "Canadian exploration and development expense" has the meaning given to that expression by section 18 of the Act;

(c) "Canadian oil or gas resource property" means a Canadian resource property that is,

(i) described in any of subparagraphs 66 (15) (c) (i), (iii) or (iv) of the *Income Tax Act* (Canada), or

(ii) described in any of subparagraphs 66 (15) (c) (ii) or (iv) of the *Income Tax Act* (Canada) on the assumption that the only mineral resource referred to therein was a petroleum deposit, or

(iii) a right to or interest in any property, other than property of a trust,

described in any of subclauses (i) and (ii), including a right to receive proceeds of disposition in respect of a disposition thereof;

(d) "earned depletion base" of a corporation as of a particular time means the amount by which  $33\frac{1}{3}$  per cent of the aggregate of,

(i) three times its earned depletion base as at the end of its last taxation year ending before the 20th day of April, 1977, as determined under subsection (2),

(ii) all expenditures (other than expenditures to acquire property under circumstances that entitle it to a deduction under section 104, or would so entitle it if its resource profits from oil or gas operations were sufficient for the purpose) each of which was incurred by it during or after its first taxation year ending after the 19th day of April, 1977 and before the particular time and each of which was a Canadian exploration and development expense incurred in oil or gas operations other than,

(A) an amount deemed by paragraph 21 (2) (b) or subsection 21 (4) of the *Income Tax Act* (Canada) as made applicable by section 12 of the Act to be a Canadian exploration and development expense or an exploration, prospecting and development expense, as the case may be,

(B) the cost to it of any Canadian oil or gas resource property acquired by it,

(C) a Canadian exploration and development expense that was incurred after a petroleum deposit had come into production in reasonable commercial quantities and may reasonably be considered to be related to the petroleum deposit or to a potential or actual extension thereof,

- (D) a Canadian exploration and development expense which has been renounced by the corporation under subsection 18 (6) of the Act,
  - (E) an amount that by virtue of subclause 18 (14) (b) (iv) of the Act was a Canadian exploration and development expense, if such amount was a cost or expense referred to in sub-subclause (A), (B), (C) or (D), that was incurred by an association, partnership or syndicate referred to in the said subclause (iv), or
  - (F) an amount that by virtue of subclause 18 (14) (b) (v) of the Act was a Canadian exploration and development expense, if such amount was a cost or expense referred to in sub-subclause (A), (B), (C) or (D), that the corporation incurred pursuant to an agreement referred to in the said subclause (v),
- (iii) all expenditures (other than expenditures referred to in subclause (ii) or expenditures to acquire property under circumstances that entitle it to a deduction under section 104, or would so entitle it if its resource profits from oil or gas operations were sufficient for the purpose) each of which was incurred by it during or after the first taxation year ending after the 19th day of April, 1977 and before the particular time and each of which was the cost to it of property that is included in class 10 in Schedule II of the regulations made under the *Income Tax Act* (Canada) by virtue of paragraph (k) of the description thereof in that Schedule and that was acquired for the purpose of the processing in Canada of material from a petroleum deposit in Canada for the production of petroleum, natural gas or related hydrocarbons, other than the cost to it of property that had, before the property was acquired by the corporation, been used for any purpose whatever by any person with whom the corporation was not dealing at arm's length, and
- (iv) all expenditures (other than expenditures referred to in subclause (ii) or (iii) or expenditures to acquire property under circumstances that entitle it to a deduction under section 104, or would so entitle it if its resource profits from oil or gas operations were sufficient for the purpose) each of which was incurred by it during or after its first taxation year ending after the 19th day of April, 1977 and before the particular time and before the 11th day of April, 1978 and each of which was the cost to it of property that is included in class 28 in Schedule II of the regulations made under the *Income Tax Act* (Canada) (other than property included in that class by subparagraph (d) (ii) of that class or by virtue of the reference to paragraph (ka) in subparagraph (d) (i) of that class) and was property used by the corporation for the purpose of gaining or producing income from a petroleum deposit,
- exceeds the aggregate of,
- (v) all amounts deducted by the corporation under clause 103 (a) in computing its income for all taxation years ending after the 19th day of April, 1977 and before the particular time,
  - (vi)  $33\frac{1}{3}$  per cent of the aggregate of all amounts added by paragraph 21 (1) (b) or subsection 21 (3) of the *Income Tax Act* (Canada) as made applicable by section 12 of the Act to the capital cost to it of depreciable property described in subclauses (iii) and (iv),
  - (vii)  $33\frac{1}{3}$  per cent of the aggregate of all amounts, each of which is an amount that became receivable by the corporation after the 28th day of April, 1978 and before the particular time and in respect of which the consideration given by the corporation therefor was a property (other than a share, or a property that would have been a Canadian resource property if it had been acquired by the corporation at the time the consideration was given) or services the cost of which may reasonably be regarded as having been primarily an expenditure that was added in computing the corporation's earned depletion base by virtue of subclause (ii) or in computing the earned depletion base of a predecessor corporation (within the meaning given to that expression by subsection 104 (2) ) by virtue of subclause (ii) as it applied to the predecessor corporation where the corporation is a successor corporation (within the meaning given to that expression by subsection 104 (2) ) or a second successor corporation (within the meaning given to that expression by subsection 104 (3) ) to

the predecessor corporation, as the case may be,

- (viii)  $33\frac{1}{3}$  per cent of the aggregate of all amounts, each of which is an amount in respect of a disposition of property (other than a disposition of property, that had been used by the corporation, to any person with whom the corporation was not dealing at arm's length) of the corporation after the 28th day of April, 1978 and before the particular time, the cost of which was added in computing the corporation's earned depletion base by virtue of subclause (iii) or (iv) or in computing the earned depletion base of a predecessor corporation by virtue of subclause (iii) or (iv) as it applied to the predecessor corporation where the corporation is a successor corporation or a second successor corporation to the predecessor corporation, as the case may be, and each of which is the amount that is equal to the lesser of,

(A) the proceeds of disposition of the property, and

(B) the capital cost of the property to the taxpayer or the predecessor corporation, as the case may be, computed as if no amount had been added thereto by virtue of paragraph 21 (1) (b), or subsection 21 (3) of the *Income Tax Act* (Canada), as made applicable by subsection 12 (1) of the Act, and

- (ix) where the corporation is a predecessor corporation, any amount required by clause 104 (2) (b) to be deducted before the particular time in computing the corporation's earned depletion base;

(e) "disposition of property" has the meaning given to that expression by paragraph 13 (21) (c) of the *Income Tax Act* (Canada);

(f) "petroleum deposit" means a mine that is a location in a bituminous sands deposit, oil sands deposit or oil shale deposit from which material is extracted;

(g) "proceeds of disposition" of property has the meaning given to that expression by paragraph 13 (21) (d) of the *Income Tax Act* (Canada);

(h) "resource" means a mineral resource in Canada;

(i) "resource profits from oil or gas operations" of a corporation for a taxation

year means the amount, if any, by which the aggregate of,

- (i) the amounts, if any, included in computing its income for the year by virtue of subsection 14 (3) of the Act and paragraph 59.1 (b) of the *Income Tax Act* (Canada) as made applicable by subsection 14 (1) of the Act from the disposition of a Canadian oil or gas resource property or that would have been a Canadian oil or gas resource property if it has been acquired after 1971, less the aggregate of deductions, if any, allowed in computing its income for the year in respect of such disposition by virtue of section 16 of the Act and paragraph 59.1 (a) of the *Income Tax Act* (Canada) as made applicable by subsection 14 (1) of the Act, and

- (ii) the amount, if any, of the aggregate of its income for the taxation year from,

(A) the production in Canada of petroleum, natural gas or related hydrocarbons from oil or gas wells in Canada operated by it,

(B) the production in Canada of petroleum, natural gas or related hydrocarbons from petroleum deposits in Canada operated by it, and

(C) rentals or royalties, the amounts of which are computed by reference to the amount or value of production of petroleum, natural gas or related hydrocarbons from oil or gas wells or petroleum deposits in Canada,

exceeds,

- (iii) the aggregate of its losses for the year from the sources described in subclause (ii),

computed in accordance with the Act on the assumption that it had during the year no incomes or losses except from those sources and was allowed no deductions in computing its income for the year other than,

- (iv) amounts deductible under section 18 of the Act or subsection 17 (2) or (6) or section 29 of *The Corporations Tax Application Rules*, 1972, for the year, and

- (v) such other deductions for the year as may reasonably be regarded as applicable to the sources of income described in subclause (ii) other than a deduction under section 103, subsection 104 (2) or (3), section 107 or section 110;
  - (j) "resource profits from mining operations" of a corporation for a taxation year means the amount, if any, by which the aggregate of,
    - (i) the amounts, if any, included in computing its income for the year by virtue of subsection 14 (3) of the Act and paragraph 59.1 (b) of the *Income Tax Act* (Canada) as made applicable by subsection 14 (1) of the Act, less the aggregate of the deductions, if any, allowed in computing its income for the year by virtue of section 16 of the Act and paragraph 59.1 (a) of the *Income Tax Act* (Canada) as made applicable by subsection 14 (1) of the Act, to the extent that such amounts have not been included under subclause (i) (i), and
    - (ii) the amount, if any, of the aggregate of its income for the taxation year from,
      - (A) the production in Canada of metals or minerals to any stage that is not beyond the prime metal stage or its equivalent, from mineral resources, (other than petroleum deposits) in Canada operated by it,
      - (B) the processing in Canada of ores from mineral resources (other than petroleum deposits) in Canada not operated by it to any stage that is not beyond the prime metal stage or its equivalent,
      - (C) the processing in Canada from mineral resources (other than petroleum deposits) outside Canada to any stage that is not beyond the prime metal stage or its equivalent, and
      - (D) rentals or royalties, the amounts of which are computed by reference to the amount or value of production from mineral resources, (other than petroleum deposits) in Canada,
 exceeds,
    - (iii) the aggregate of its losses for the year from the sources of income described in subclause (ii),
 

computed in accordance with the Act, on the assumption that it had during the year no incomes or losses except from those sources and was allowed no deductions in computing its income for the year other than,

      - (iv) amounts deductible under section 18 of the Act or subsection 17 (2) or (6) or section 29 of *The Corporations Tax Application Rules, 1972*, for the year, to the extent that they have not been deducted under subclause (i) (iv), and
      - (v) such other deductions for the year as may reasonably be regarded as applicable to the sources of income described in subclause (ii) other than a deduction under section 103, subsection 104 (2) or (3), or section 107. O. Reg. 147/78, s. 2, *part*; O. Reg. 809/78, s. 1; O. Reg. 611/79, s. 1 (1-8); O. Reg. 821/80, s. 1.
- (2) For the purposes of clause (1) (d), a corporation's "earned depletion base as at the end of its last taxation year ending before the 20th day of April, 1977" is that proportion of its earned depletion base as of the end of its last taxation year ending before the 20th day of April, 1977 determined in accordance with section 1205 of the regulations made under the *Income Tax Act* (Canada) that,
- (a) the amount by which the aggregate of,
    - (i) expenditures described in subclauses (1) (d) (ii) and (iv), and any amount that would have been such an expenditure if it had been incurred after 1971, and
    - (ii) expenditures described in subclause (1) (d) (iii),
 that were incurred by the corporation after the 7th day of November, 1969 and before the end of that taxation year, and that are included in clause (b), exceeds three times the amount referred to in subclause (1) (d) (vi) that were incurred by the corporation after the 7th day of November, 1969 and before the end of that taxation year,
- is of,
- (b) the amount by which the aggregate of expenditures included under paragraphs 1205 (a), (b), (c) and (d) of the regulations made under the *Income Tax Act* (Canada) incurred before the end of that taxation year exceeds three times any amount deducted under paragraph

(f) of the said section 1205 before the end of that taxation year.

(3) For the purposes of subclause (1) (d) (v), where a corporation has a taxation year that ends after the 19th day of April, 1977 and that includes that day, the amount deductible under clause 103 (a) for that taxation year shall be deemed to be the proportion of the amount deductible under clause 103 (a), determined on the assumption that this Regulation applied to the whole of that taxation year, that the number of days in the taxation year that follow the 19th day of April, 1977 bears to the total number of days in that taxation year.

(4) Income or loss from a source described in subclause (1) (i) (ii) does not include income or loss derived from transporting, transmitting or processing petroleum, natural gas or related hydrocarbons.

(5) Where a corporation has income from sources described in subclause (1) (i) (i) or (ii) and also income from sources described in subclause (1) (j) (i) or (ii), the only amounts deductible under subclause (1) (i) (iv) shall be those expenses which may reasonably be considered to be the corporation's Canadian exploration and development expenses incurred in oil or gas operations.

(6) For the purposes of this Part, other than section 109, where at the end of a fiscal period of a partnership a corporation is a member thereof,

- (a) the resource profits from oil or gas operations or the resource profits from mining operations, as the case may be, of the partnership for the fiscal period, to the extent of the corporation's share thereof, shall be included in computing the corporation's resource profits from oil or gas operations or the corporation's resource profits from mining operations, as the case may be, for its taxation year in which the fiscal period ended;
- (b) any property acquired by the partnership shall be deemed to have been acquired by the corporation to the extent of its share of the income of the partnership at the end of the fiscal period; and
- (c) any property deemed by clause (b) to have been acquired by the corporation shall be deemed to have been acquired by it on the day the property was acquired by the partnership.

(7) For the purposes of this Part, where an expense incurred after the end of a corporation's last taxation year ending before the 20th day of April, 1977 that was a Canadian exploration and development expense, other than an amount referred to in paragraph 21 (2) (b), or subsection 21 (4) of the *Income Tax Act* (Canada) as made applicable by section 12 of the Act or the cost of any Canadian resource property acquired by a joint exploration corporation,

has been renounced in favour of the corporation, and was deemed to have been an expense of a corporation for the purposes of subsection 18 (6) of the Act, that expense shall be deemed to have been a Canadian exploration and development expense incurred by the corporation.

(8) For the purposes of this Part, a person who has an interest in the proceeds of production from,

- (a) an oil or gas well in Canada; or
- (b) a mineral resource in Canada,

under an agreement providing that he is to share in the profits remaining after deducting the operating costs of the oil or gas well or mineral resource, as the case may be, shall be deemed to be a person who operates the oil or gas well or mineral resource, as the case may be.

(9) A reference to "the Act" in this Part and elsewhere in this Regulation is a reference to the *Corporations Tax Act*. O. Reg. 147/78, s. 2, *part*.

102. For the purposes of section 17 of the Act, there may be deducted in computing a corporation's income for a taxation year such of the amounts determined in accordance with sections 103 to 108 and section 110 as are applicable. O. Reg. 611/79, s. 2.

103. In computing a corporation's income for a taxation year there may be deducted the aggregate of such of the following amounts as are applicable,

- (a) such amount as it may claim not exceeding the lesser of,
  - (i) 25 per cent of the amount, if any, by which its resource profits from oil or gas operations for the year exceed four times the aggregate of amounts, if any, deducted under subsections 104 (2) and (3) in computing its income for the year, and
  - (ii) its earned depletion base as of the end of the year, before making any deduction under this section for the year; and

- (b) an amount equal to  $33\frac{1}{3}$  per cent of the amount, if any, of its resource profits from mining operations for the year. O. Reg. 147/78, s. 2, *part*; O. Reg. 611/79, s. 3.

104.—(1) For the purposes of computing the earned depletion base of a corporation, where after the 19th day of April, 1977 and after the corporation last ceased to carry on active business, control of the corporation is considered, for the purposes of subsection 66 (11) of the *Income Tax Act* (Canada), to have been acquired by a person or persons who did not control the corporation at the time when it so ceased to carry on

active business, the amount by which the earned depletion base of the corporation at the time it last ceased to carry on active business exceeds the aggregate of amounts otherwise deducted under section 103 in computing its income for taxation years after that time and before control was so acquired, shall be deemed to have been deducted under section 103 by the corporation in computing its income for taxation years ending before control was so acquired. O. Reg. 611/79, s. 4 (1).

(2) Where a corporation (in this subsection and in clause 101 (1) (d) referred to as the "successor corporation") has at any time (in this subsection referred to as the "time of acquisition") after the 7th day of November, 1969 and in a taxation year (in this subsection referred to as the "transaction year"), acquired, by purchase or otherwise (including an acquisition as a result of an amalgamation described in section 87 of the *Income Tax Act* (Canada)), from another corporation (in this subsection and in clause 101 (1) (d) referred to as the "predecessor corporation") all or substantially all of the property of the predecessor corporation used by it in carrying on in Canada such of the businesses described in any of subparagraphs 66 (15) (h) (i) to (vii) of the *Income Tax Act* (Canada) as were carried on by it, the following rules apply:

(a) there may be deducted, in computing the income of the successor corporation for a particular taxation year such amount as it may claim not exceeding the lesser of,

(i) 25 per cent of the amount by which,

(A) such part of the income of the successor corporation for the year as is described in paragraph 66 (6) (b) of the *Income Tax Act* (Canada) as made applicable by subsection 18 (5) of the Act or in paragraph 29 (25) (d) of *The Corporations Tax Application Rules, 1972* with respect to the predecessor corporation as may reasonably be regarded as being income from a source described in subclause 101 (1) (i) (ii),

exceeds,

(B) any amount, described in subsection 66 (6) of the *Income Tax Act* (Canada), with respect to the predecessor corporation, deducted or deductible, as the case may be, under subsection 18 (5) of the Act or subsection 29 (25) of *The Corporations Tax Application Rules, 1972* with respect to the predecessor corporation in computing the income of the successor corporation for the year, and

(ii) the amount determined under clause (b) minus the aggregate of the amounts deducted under this clause by virtue of the acquisition in computing the income of the successor corporation for taxation years before the particular taxation year; and

(b) for the purpose of computing the earned depletion base of the predecessor corporation as of any time after the transaction year of the predecessor corporation, there shall be deducted the amount, if any, by which,

(i) the earned depletion base of the predecessor corporation immediately after the time of acquisition (assuming for this purpose that, in the case of an acquisition as a result of an amalgamation described in section 87 of the *Income Tax Act* (Canada), the predecessor corporation existed after the time of acquisition and no property was acquired or disposed of in the course of the amalgamation),

exceeds,

(ii) the amount, if any, deducted under clause 103 (a) in computing the income of the predecessor corporation for the transaction year of the predecessor corporation. O. Reg. 147/78, s. 2, part; O. Reg. 611/79, s. 4 (2-4).

(3) Where a corporation (in this subsection and clause 101 (1) (d) referred to as the "second successor corporation") has, at any time after the 7th day of November, 1969, acquired, by purchase or otherwise (including an acquisition as a result of an amalgamation described in section 87 of the *Income Tax Act* (Canada)), from another corporation (in this subsection referred to as the "first successor corporation") that was a successor corporation within the meaning of subsection (2) all or substantially all of the property of the first successor corporation used by it in carrying on in Canada such of the businesses described in any of subparagraphs 66 (15) (h) (i) to (vii) of the *Income Tax Act* (Canada) as were carried on by it, there may be deducted, in computing the income of the second successor corporation for a particular taxation year, such amount as it may claim not exceeding the lesser of,

(a) 25 per cent of the amount by which,

(i) such part of the income of the second successor corporation for the year as is described in paragraph 66 (7) (b) of the *Income Tax Act* (Canada) as made applicable by subsection 18 (5) of the Act or paragraph 29 (29) (b) of *The Corporations Tax Application Rules, 1972* with respect to the first successor corporation, as may reasonably be

regarded as being income from a source described in subclause 101 (1) (i) (ii),

exceeds,

(ii) any amount, described in subsection 66 (7) of the *Income Tax Act* (Canada), with respect to the first successor corporation, deducted or deductible, as the case may be, under subsection 18 (5) of the Act or subsection 29 (29) of *The Corporations Tax Application Rules, 1972* in computing the income of the second successor corporation for the year; and

(b) the amount determined under clause (2) (b) with respect to the predecessor corporation from which the first successor corporation acquired the property minus the aggregate of,

(i) the amounts deducted under subsection (2) by the first successor corporation by virtue of that acquisition, and

(ii) the amount deducted,

(A) under this subsection, and,

(B) by virtue of the acquisition of the property by the second successor corporation,

in computing its income for the taxation years before the particular taxation year. O. Reg. 147/78, s. 2, *part*; O. Reg. 611/79, s. 4 (5, 6).

105. Notwithstanding clause 103 (a) and subsections 104 (2) and (3), the aggregate of the amounts that may be deducted by a corporation under those provisions in computing its income for a taxation year shall not exceed 25 per cent of its resource profits from oil and gas operations for the year. O. Reg. 147/78, s. 2, *part*.

#### ADDITIONAL ALLOWANCE IN RESPECT OF CERTAIN MINES

106.—(1) Subject to subsection (2), a corporation that operates in Canada a mine for the production of materials from a resource may deduct in computing its income for a taxation year such amounts as it may claim not exceeding 33 1/3 per cent of the amount determined under subsection 1209 (2) of the regulations made under the *Income Tax Act* (Canada).

(2) The amount that may be claimed under subsection (1) shall not exceed the amount by which,

(a) the amount determined under subsection 1209 (2) of the regulations made under the *Income Tax Act* (Canada),

exceeds,

(b) the amount that is the aggregate of,

(i) the amounts, in respect of the amount determined under subsection 1209 (2), deducted pursuant to section 17 of the Act or subsection 62 (1) of the *Corporations Tax Act* as that subsection reads in its application to taxation years ending before the 20th day of April, 1977 in computing the income of the corporation in previous taxation years, and

(ii) the amounts, in respect of the amount determined under the said subsection 1209 (2), deducted in computing the income of the corporation under any predecessor Act. O. Reg. 147/78, s. 2, *part*.

#### FRONTIER EXPLORATION ALLOWANCES

107.—(1) A corporation may deduct in computing its income for a taxation year such amount as it may claim not exceeding the lesser of,

(a) its income for the year, computed in accordance with Part II of the Act, if no deduction were allowed under this subsection; and

(b) its frontier exploration base as of the end of the year (before making any deduction under this subsection for the year). O. Reg. 147/78, s. 2, *part*.

(2) For the purposes of this section, the "frontier exploration base" of a corporation as of a particular time means the amount by which,

(a) the amount in respect of a particular oil or gas well in Canada determined under paragraphs 1207 (2) (a) and (a.1) of the regulations made under the *Income Tax Act* (Canada),

exceeds the aggregate of,

(b) all amounts deducted by the corporation under subsection (1) in computing its income for taxation years ending before the particular time; and

(c) all amounts deducted under paragraphs 1207 (2) (c) and (d) of the regulations made under the *Income Tax Act* (Canada) in computing the corporation's frontier depletion base at that particular time for the purposes of that Act. O. Reg. 611/79, s. 5.

(3) For the purposes of this section, the term "oil or gas well" shall include any probe drilled for the purposes of determining the existence,

location, extent or quality of an accumulation of petroleum or natural gas, other than a mineral resource. O. Reg. 147/78, s. 2, *part*.

#### ADDITIONAL ALLOWANCE IN RESPECT OF FOREIGN OIL AND GAS WELLS

108.—(1) Where a corporation has income for a taxation year from an oil or gas well that is outside Canada, in computing its income for the taxation year, it may deduct the lesser of,

- (a) the aggregate of drilling costs incurred by it in that taxation year and previous taxation years in respect of the well (not including the cost of land, leases or other rights and not including indirect expenses such as general exploration, geological and geophysical expenses) minus the aggregate of all amounts deductible in respect thereof in computing its income for previous taxation years; and
- (b) that part of its income for the taxation year that may reasonably be regarded as income from the well.

(2) Where a corporation has more than one oil or gas well to which subsection (1) applies, the allowance in respect of the drilling costs of each well shall be computed separately. O. Reg. 147/78, s. 2, *part*.

#### RESOURCE ALLOWANCE

109.—(1) For the purpose of clause 12 (7) (d) of the Act, there may be deducted in computing the income of a corporation for a taxation year an amount equal to 25 per cent of its resource profits from oil or gas operations for the year, within the meaning of clause 101 (1) (i) if that clause were read without reference to subclause (i) thereof, computed as if no amounts were deducted under subclause 101 (1) (i) (iv) or under subclause 101 (1) (i) (v) by virtue of paragraph 20 (1) (c) or (d) of the *Income Tax Act* (Canada) as made applicable by section 12 of the Act or by virtue of clause 12 (7) (d) of the Act.

(2) Where, in computing the income for a taxation year of a corporation that is a member of a partnership, a deduction is allowed in computing the income of the partnership under clause 12 (7) (d) of the Act, no further deduction may be made by any other person including a member of the partnership in respect of any amount in respect of which that deduction was allowed. O. Reg. 147/78, s. 2, *part*.

#### SUPPLEMENTARY DEPLETION ALLOWANCES

110.—(1) In computing a corporation's income for a taxation year there may be deducted such amount as it may claim not exceeding the lesser of,

- (a) 50 per cent of its income for the year, computed in accordance with Part II of the Act, if

no deduction were allowed under this subsection or subsection 107 (1); and

- (b) its supplementary depletion base as at the end of the year (before making any deduction under this subsection for the year). O. Reg. 611/79, s. 6, *part*.

(2) For the purposes of this section, the "supplementary depletion base" of a corporation as of a particular time means the amount by which,

- (a) the aggregate of the amounts determined as of that particular time with respect to the corporation under paragraphs 1212 (3) (a), (b) and (c) of the regulations made under the *Income Tax Act* (Canada),

exceeds the aggregate of,

- (b) all amounts deducted by the corporation under subsection (1) in computing its income for taxation years ending before the particular time; and
- (c) all amounts deducted by the corporation under paragraphs 1212 (3) (e), (f), (g), (h) and (i) of the regulations made under the *Income Tax Act* (Canada) in computing its supplementary depletion base at that particular time for the purposes of that Act. O. Reg. 611/79, s. 6, *part*; O. Reg. 821/80, s. 2 (1).

(3) For the purposes of this section, in computing a corporation's supplementary depletion base, the rules set out in subsections 1212 (2) and (4) of the regulations made under the *Income Tax Act* (Canada) apply, except that the references therein to "subsection (1)" shall be read as references to subsection (1) of this section. O. Reg. 821/80, s. 2 (2).

## PART II

#### ALLOWANCES IN RESPECT OF CAPITAL COST

201.—(1) Except as otherwise provided in this section, for the purposes of clause 12 (7) (a) of the Act there is hereby allowed to a corporation as deductions for each taxation year in computing its income from a business or property, as the case may be, such amounts as it may claim in respect of the capital cost to it of property calculated in accordance with the provisions of sections 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1700, 1701, 1702, 1703 and 1704 and Schedules II, III, IV, V and VI of the regulations made under the *Income Tax Act* (Canada) as such regulations are in force and amended from time to time for the purposes of that Act. O. Reg. 504/77, s. 1 (1); O. Reg. 147/78, ss. 3 (1), 16; O. Reg. 821/80, s. 3 (1).

(2) For the purposes of this section, the provisions of subsection 13 (10) of the *Income Tax Act* (Canada), shall not apply to increase the capital cost of property

described in subsection 1102 (15) of the regulations made under that Act. O. Reg. 350/73, s. 301 (2).

(3) Subject to subsection (4), where a corporation has, for the purposes of the *Income Tax Act* (Canada), included property in class 28 of Schedule II to the regulations made under that Act, such property shall, for the purposes of the Act, be deemed to be property included in class 10 of Schedule II to those regulations. O. Reg. 821/80, s. 3 (2).

(4) Where a corporation has, for purposes of the *Income Tax Act* (Canada),

(a) included property that was acquired before the 1st day of January, 1974 in class 28 of Schedule II to the regulations made under that Act, such property shall, for the purposes of the Act, be deemed to be property included in class 28 of Schedule II to those regulations as of the 1st day of January, 1974, and in any such case the provisions of subsection 15 (4) of the *Corporations Tax Act* shall apply;

(b) included property that was acquired after the 31st day of December, 1973 in class 28 of Schedule II to the regulations made under that Act, such property shall, for the purposes of the Act, be included in class 28 of Schedule II to those regulations. O. Reg. 821/80, s. 3 (3).

(5) In lieu of the deduction otherwise allowed by subsection (1), there is hereby allowed to a corporation in computing its income from a business or property, as the case may be, a deduction for each taxation year that ends after the 31st day of December, 1973 equal to,

(a) such amount as it may claim in respect of the property described in subsection (4) not exceeding 30 per cent of the undepreciated capital cost to it as of the end of the taxation year (before making any deduction under this clause for the taxation year) of the property of the class;

(b) such additional amount as it may claim in respect of property described in subsection (4) that was acquired for the purpose of gaining or producing income from a mine and for which a separate class is prescribed by subsection 1101 (4a) of the regulations made under the *Income Tax Act* (Canada), not exceeding the lesser of,

(i) its income for the year from the mine determined before making any deduction under this clause, clause (c), section 17 or 18 of the Act, or any deduction in respect of exploration and development expenses as permitted under *The Corporations Tax Application Rules*, 1972, and

(ii) the undepreciated capital cost to it of property of that class as of the end of the taxation year (before making any deduction under this clause for the taxation year); and

(c) such additional amount as it may claim in respect of property described in subsection (4) that was acquired for the purpose of gaining or producing income from more than one mine and for which a separate class is prescribed by subsection 1101 (4b) of the regulations made under the *Income Tax Act* (Canada), not exceeding the lesser of,

(i) its income for the year from the mines determined before making any deduction under this clause, section 17 or 18 of the Act or any deduction in respect of exploration and development expenses as permitted under *The Corporations Tax Application Rules*, 1972, and

(ii) the undepreciated capital cost to it of property of that class as of the end of the taxation year (before making any deduction under this clause for the taxation year). O. Reg. 254/75, s. 1 (2), *part*; O. Reg. 504/77, s. 1 (3); O. Reg. 147/78, ss. 3 (3-5), 16.

(6) In lieu of the deduction otherwise allowed by subsection (1), there is hereby allowed to a corporation in computing its income from a business or a property, as the case may be, deductions for each taxation year equal to such amounts as it may claim in respect of property included in class 3, 6 or 8 of Schedule II to the regulations made under the *Income Tax Act* (Canada),

(a) that is,

(i) a grain elevator situated in that part of Canada that is defined in section 2 of the *Canada Grain Act* as the "Eastern Division" the principal use of which,

(A) is the receiving of grain directly from producers for storage or forwarding or both,

(B) is the receiving and storing of grain for direct manufacture or processing into other products, or

(C) has been certified by the Minister of Agriculture (Canada) to be the receiving of grain that has not been officially inspected or weighed,

- (ii) an addition to a grain elevator described in subclause (i),
- (iii) fixed machinery installed in a grain elevator or in an addition to a grain elevator in respect of which an additional amount has been or may be claimed under clause (e),
- (iv) fixed machinery, designed for the purpose of drying grain, installed in a grain elevator described in subclause (i),
- (v) machinery designed for the purpose of drying grain on a farm, or
- (vi) a building or other structure designed for the purpose of storing grain on a farm;

- (b) that was acquired by the corporation after the 31st day of July, 1974 and before 1977; and
- (c) that was not used for any purpose whatever before it was acquired by the corporation,

not exceeding the aggregate of,

- (d) an amount equal to,
  - (i) in respect of such property that is included in class 3 of Schedule II to the regulations made under the *Income Tax Act* (Canada), 5 per cent,
  - (ii) in respect of such property that is included in class 6 of the said Schedule II, 10 per cent, or
  - (iii) in respect of such property that is included in class 8 of the said Schedule II, 20 per cent,

of the undepreciated capital cost to it as of the end of the taxation year, before making any reduction under this clause for the taxation year, of the property of the class; and

- (e) an additional amount that is the lesser of,
  - (i) where the property is included in class 3, 22 per cent of the capital cost thereof, where the property is included in class 6, 20 per cent of the capital cost thereof, or where the property is included in class 8,

- (A) 14 per cent of the capital cost thereof in the case of property

referred to in subclause (a) (iii), (iv) or (vi), and

- (B) 14 per cent of the lesser of \$15,000 and the capital cost thereof in the case of property described in subclause (a) (v), and

- (ii) the undepreciated capital cost to it as of the end of the taxation year (before making any deduction under this clause for the taxation year) of property of the class. O. Reg. 1015/75, s. 1 (2); O. Reg. 15/77, s. 1; O. Reg. 504/77, s. 1 (4); O. Reg. 147/78, s. 16; O. Reg. 821/80, s. 3 (4, 5).

(7) In lieu of the deduction otherwise allowed by subsection (1), there is hereby allowed to a corporation in computing its income from a business or a property, as the case may be, deductions for each taxation year equal to such amounts as it may claim in respect of property included in class 3, 6 or 8 of Schedule II to the regulations made under the *Income Tax Act* (Canada),

(a) that is,

- (i) a grain elevator situated in Ontario the principal use of which,

- (A) is the receiving of grain directly from producers for storage or forwarding or both,
- (B) is the receiving and storing of grain for direct manufacture or processing into other products, or
- (C) has been certified by the Minister of Agriculture (Canada) to be the receiving of grain that has not been officially inspected or weighed,

- (ii) an addition to a grain elevator described in subclause (i),
- (iii) fixed machinery installed in a grain elevator or in an addition to a grain elevator in respect of which an additional amount has been or may be claimed under clause (e),
- (iv) fixed machinery, designed for the purpose of drying grain, installed in a grain elevator described in subclause (i),
- (v) machinery designed for the purpose of drying grain on a farm in Ontario, or

(vi) a building or other structure designed for the purpose of storing grain on a farm in Ontario;

(b) that was acquired by the corporation after 1976; and

(c) that was not used for any purpose whatever before it was acquired by the corporation,

not exceeding the aggregate of,

(d) an amount equal to the amount calculated, with respect to the property to which this subsection applies, in accordance with clause 6 (d); and

(e) an additional amount equal to the amount calculated, with respect to the property to which this subsection applies, in accordance with clause 6 (e). O. Reg. 15/77, s. 2; O. Reg. 504/77, s. 1 (5); O. Reg. 147/78, s. 16; O. Reg. 821/80, s. 3 (6).

### PART III

#### ALLOCATION OF TAXABLE INCOME

**301.** For the purpose of section 31 of the Act, the amount of the taxable income of a corporation to which subsection 2 (1) of the Act applies, that shall be deemed to have been earned in a taxation year in each jurisdiction other than Ontario, shall be determined in accordance with the rules set out in sections 302 to 312. O. Reg. 350/73, s. 401; O. Reg. 147/78, ss. 6, 16.

#### RULES

**302.—(1)** Where in a taxation year a corporation had no permanent establishment outside Ontario, all of the corporation's taxable income for the year shall be deemed to have been earned in Ontario. O. Reg. 350/73, s. 402 (1); O. Reg. 147/78, s. 16.

(2) Where in a taxation year a corporation had no permanent establishment in Ontario, all of the corporation's taxable income for the taxation year shall be deemed to have been earned in jurisdictions other than Ontario. O. Reg. 350/73, s. 402 (2); O. Reg. 147/78, s. 16.

(3) Where, in a taxation year a corporation had a permanent establishment in Ontario and a permanent establishment in a jurisdiction other than Ontario, the amount of the corporation's taxable income that shall be deemed to have been earned in the taxation year in that other jurisdiction is one-half the aggregate of,

(a) that proportion of the corporation's taxable income for the taxation year that the gross revenue for the taxation year attributable to the permanent establishment in that

other jurisdiction is of the corporation's total gross revenue for the taxation year; and

(b) that proportion of the corporation's taxable income for the taxation year that the aggregate of the salaries and wages paid in the taxation year by the corporation to the employees of the permanent establishments in that other jurisdiction is of the aggregate of all salaries and wages paid in the taxation year by the corporation. O. Reg. 350/73, s. 402 (3); O. Reg. 147/78, s. 16.

(4) For the purposes of subsection (3) and section 320,

(a) except as provided in clause (d), where the destination of a shipment of merchandise to a customer to whom the merchandise is sold is in a jurisdiction in which the corporation making the sale has a permanent establishment, the gross revenue derived from the sale is attributable to that permanent establishment;

(b) except as provided in clauses (c) and (d), where the destination of a shipment of merchandise to a customer to whom the merchandise is sold is in a jurisdiction in which the corporation making the sale has no permanent establishment, the gross revenue derived from the sale is attributable to the permanent establishment to which the person negotiating the sale may reasonably be regarded as being attached;

(c) except as provided in clause (e), where the destination of a shipment of merchandise to a customer to whom the merchandise is sold is in a jurisdiction outside Canada in which the corporation making the sale has no permanent establishment,

(i) where the merchandise was produced or manufactured, or produced and manufactured, entirely in one province or territory of Canada by the corporation, the gross revenue derived from the sale is attributable to the corporation's permanent establishment in that province or territory, or

(ii) where the merchandise was produced or manufactured, or produced and manufactured, partly in a province or territory of Canada and partly in another place by the corporation, the gross revenue derived from the sale that is attributable to its permanent establishment in that province or territory is that proportion thereof that the salaries and wages

- paid in the taxation year to employees of the permanent establishment in that province or territory where the merchandise was partly produced or manufactured, or partly produced and manufactured, is of the aggregate of the salaries and wages paid in the taxation year to employees of the permanent establishments where the merchandise was produced or manufactured, or produced and manufactured;
- (d) except as provided in clause (e), where a customer to whom merchandise is sold instructs that the shipment of the merchandise be made to another person, the destination of the shipment of the merchandise shall be deemed to be in the jurisdiction in which the permanent establishment of the customer negotiating the purchase of the merchandise is situated;
- (e) where a customer to whom merchandise is sold instructs that the shipment of the merchandise be made to another person and the permanent establishment of the customer negotiating the purchase of the merchandise is situated in a jurisdiction outside Canada in which the corporation making the sale has no permanent establishment,
- (i) where the merchandise was produced or manufactured, or produced and manufactured, entirely in one province or territory of Canada by the corporation, the gross revenue derived from the sale shall be attributable to its permanent establishment in that province or territory, or
- (ii) where the merchandise was produced or manufactured, or produced and manufactured, partly in a province or territory of Canada and partly in another place by the corporation, the gross revenue derived from the sale that is attributable to its permanent establishment in that province or territory is that proportion thereof that the salaries and wages paid in the taxation year to employees of the permanent establishment in that province or territory where the merchandise was partly produced or manufactured, or partly produced and manufactured, is of the aggregate of the salaries and wages paid in the taxation year to employees of the permanent establishments where the merchandise was produced or manufactured, or produced and manufactured;
- (f) where services are performed by a corporation in a jurisdiction in which the corporation has a permanent establishment, the gross revenue derived from the services is attributable to that permanent establishment;
- (g) where services are performed by a corporation in a jurisdiction in which the corporation has no permanent establishment, the gross revenue derived from the services is attributable to the permanent establishment to which the person negotiating the contract for the corporation may reasonably be regarded as being attached;
- (h) where standing timber or the right to cut standing timber is sold, the gross revenue derived from the sale is attributable to the permanent establishment that includes the timberlands on which the timber is standing;
- (i) gross revenue that arises from leasing land owned by the corporation in a province or territory shall be attributable to the province or territory where that land is situated; and
- (j) where land which constitutes a permanent establishment in a province under subsection 5 (7) of the Act is sold, and the income derived from the sale is included in determining the corporation's income under paragraph 3 (a) of the *Income Tax Act* (Canada) as made applicable by section 9 of the Act, the gross revenue of the corporation derived from the sale for the taxation year shall be attributed to that permanent establishment. O. Reg. 350/73, s. 402 (4); O. Reg. 147/78, ss. 7 (1), 16.
- (5) For the purposes of this section, and sections 304, 307, 308, 309, 310, 311, 320, 321, 324, 325, 326, 327 and 328, where part of the operations of a corporation is conducted jointly or in partnership with one or more other persons,
- (a) the gross revenue of the corporation for the taxation year; and
- (b) the salaries and wages paid in the taxation year by the corporation,
- shall include, in respect of those operations, only that proportion of,
- (c) the total gross revenue of the joint operations or partnership for the taxation year ending in the calendar year; and
- (d) the total salaries and wages paid jointly by the operators or partners in the taxation year ending in the calendar year,
- respectively, that,

- (e) the share of the corporation of the profit or loss for the taxation year from the joint operations or partnership,

is of,

- (f) the total profit or loss for the taxation year from the joint operations or partnership. O. Reg. 350/73, s. 402 (5); O. Reg. 147/78, s. 16.

(6) For the purposes of this section, and sections 304, 307, 308, 309, 310, 311, 320, 321, 324, 325, 326, 327 and 328, where a corporation pays a fee to a person under an agreement pursuant to which the person or employees of that person perform services for the corporation that would normally be performed by employees of the corporation, the fee so paid shall be deemed to be salary paid in the taxation year by the corporation and that part of the fee that may reasonably be regarded as payment in respect of services rendered at a particular permanent establishment of the corporation shall be deemed to be salary paid to an employee of that permanent establishment. O. Reg. 350/73, s. 402 (6); O. Reg. 147/78, s. 16.

(7) For the purpose of subsection (6), a fee does not include a commission paid to a person who is not an employee of the corporation. O. Reg. 350/73, s. 402 (7).

(8) For the purposes of subsection (3) and subsection 320 (3), where the income or loss of a corporation for a taxation year consists of,

- (a) income or loss from a business; and
- (b) income or loss from property that is,
  - (i) interest on bonds, debentures, mortgages, deposits,
  - (ii) dividends on shares of capital stock,
  - (iii) rentals and royalties for property that is not used in the corporation's regular business operations, or
  - (iv) proceeds from the disposition of property, the income from which is included under paragraph 3 (b) of the *Income Tax Act* (Canada) as made applicable by subsection 9 (1) of the Act in determining the corporation's income for the taxation year,

the gross revenue of the corporation derived from any of the sources referred to in clause (b), shall be excluded when calculating the gross revenue of the corporation or any part thereof. O. Reg. 350/73, s. 402 (8); O. Reg. 147/78, ss. 7 (2), 16; O. Reg. 611/79, s. 7.

#### INSURANCE CORPORATIONS

303.—(1) Notwithstanding subsections 302 (3) and (4), the amount of taxable income that shall be deemed

to have been earned in a taxation year in a jurisdiction other than Ontario by an insurance corporation that is resident in Canada and that does not carry on a life insurance business is that proportion of the corporation's taxable income for the year that the aggregate of,

- (a) the corporation's net premiums for the year in respect of insurance on property situated in that other jurisdiction; and
- (b) the corporation's net premiums for the year in respect of insurance, other than on property, from contracts with persons resident in that other jurisdiction,

is of the total of such of the corporation's net premiums for the year as are included in computing the corporation's income for the purposes of the Act. O. Reg. 121/74, s. 1, *part*; O. Reg. 147/78, s. 16.

(2) Notwithstanding subsections 302 (3) and (4), the amount of taxable income that shall be deemed to have been earned in a taxation year in a province or territory of Canada other than Ontario by an insurance corporation other than an insurance corporation to which subsection (1) applies, is that proportion of the corporation's taxable income for the year that the aggregate of,

- (a) the corporation's net premiums for the year in respect of insurance on property situated in that other province or territory of Canada; and
- (b) the corporation's net premiums for the year in respect of insurance, other than on property, from contracts with persons resident in that other province or territory of Canada,

is of the total of such of the corporation's net premiums for the year as are included in computing the corporation's income for the purposes of the Act. O. Reg. 121/74, s. 1, *part*; O. Reg. 147/78, s. 16.

(3) In this section, "net premiums" means the aggregate of the gross premiums received by a corporation in a taxation year, other than consideration received by the corporation for annuities, minus the aggregate for the year of,

- (a) premiums paid by the corporation for reinsurance;
- (b) dividends or rebates paid or credited by the corporation to policyholders; and
- (c) rebates or returned premiums paid by the corporation in respect of the cancellation of policies. O. Reg. 350/73, s. 403 (2); O. Reg. 147/78, s. 16.

(4) For the purpose of subsection (1) or (2), where an insurance corporation had no permanent

establishment in a jurisdiction outside Ontario in a taxation year,

- (a) a net premium for that year in respect of insurance on property situated in that jurisdiction shall be deemed to be a net premium in respect of insurance on property situated in the jurisdiction in which the permanent establishment of the corporation to which the net premium is reasonably attributable is situated; and
- (b) a net premium for that year in respect of insurance, other than on property, from contracts with persons resident in that jurisdiction shall be deemed to be a net premium in respect of insurance, other than on property, from contracts with persons resident in the jurisdiction in which the permanent establishment of the corporation to which the net premium is reasonably attributable is situated. O. Reg. 121/74, s. 1, *part*; O. Reg. 147/78, s. 16.

#### CHARTERED BANKS

304.—(1) Notwithstanding subsections 302 (3) and (4), the amount of taxable income of a bank that shall be deemed to have been earned in a taxation year in a jurisdiction other than Ontario is one-third of the aggregate of,

- (a) that proportion of the bank's taxable income for the taxation year that the aggregate of the salaries and wages paid in the year by the bank to the personnel of the bank's permanent establishments in that other jurisdiction is of the aggregate of all salaries and wages paid in the taxation year by the bank; and
- (b) twice that proportion of the bank's taxable income for the taxation year that the aggregate amount of loans and deposits of the bank's permanent establishments in that other jurisdiction for the taxation year is of the aggregate of all loans and deposits of the bank for the taxation year. O. Reg. 350/73, s. 404 (1); O. Reg. 147/78, s. 16.

(2) For the purpose of subsection (1), the amount of loans for a taxation year is one-twelfth of the aggregate of the amounts outstanding on the loans made by the bank at the close of business on the last day of each month in the taxation year. O. Reg. 350/73, s. 404 (2); O. Reg. 147/78, s. 16.

(3) For the purpose of subsection (1), the amount of deposits for a taxation year is one-twelfth of the aggregate of the amounts on deposit with the bank at the close of business on the last day of each month in the taxation year. O. Reg. 350/73, s. 404 (3); O. Reg. 147/78, s. 16.

(4) For the purpose of subsections (2) and (3), loans and deposits do not include bonds, stocks, debentures, items in transit and deposits in favour of Her Majesty in Right of Canada. O. Reg. 350/73, s. 404 (4); O. Reg. 147/78, s. 16.

#### TRUST AND LOAN CORPORATIONS

305.—(1) Notwithstanding subsections 302 (3) and (4), the amount of taxable income of a trust and loan corporation or a trust corporation or a loan corporation that shall be deemed to have been earned in a taxation year in a jurisdiction other than Ontario is that proportion of the corporation's taxable income for the taxation year that the gross revenue of the corporation's permanent establishments in that other jurisdiction for the taxation year is of the total gross revenue for the taxation year of the corporation. O. Reg. 350/73, s. 405 (1); O. Reg. 147/78, s. 16.

(2) For the purpose of subsection (1), "gross revenue of the corporation's permanent establishments in that other jurisdiction" for a taxation year, means the aggregate of the gross revenue of a corporation for the taxation year arising from,

- (a) loans secured by real property situated in that other jurisdiction;
- (b) loans not secured by real property to persons residing in that other jurisdiction;
- (c) loans administered by the permanent establishments of the corporation in that other jurisdiction made to persons residing in another jurisdiction in which the corporation has no permanent establishment but not including loans secured by real property situated in another jurisdiction in which the corporation has a permanent establishment; and
- (d) business conducted at the permanent establishments of the corporation in that other jurisdiction, other than revenue in respect of loans. O. Reg. 350/73, s. 405 (2); O. Reg. 147/78, s. 16.

#### RAILWAY CORPORATIONS

306.—(1) Subject to subsection (2) and notwithstanding subsections 302 (3) and (4), the amount of taxable income of a railway corporation that shall be deemed to have been earned in a taxation year in a province or territory of Canada outside Ontario is one-half the aggregate of,

- (a) that proportion of the corporation's taxable income for the taxation year that the corporation's equated track length in that province or territory of Canada is of the corporation's equated track length in Canada; and
- (b) that proportion of the corporation's taxable income for the taxation year that the

corporation's gross freight capacity for the taxation year in that province or territory of Canada is of the corporation's gross freight capacity for the taxation year in Canada. O. Reg. 350/73, s. 406 (1); O. Reg. 474/77, s. 1 (1); O. Reg. 147/78, s. 16.

(2) Where a corporation, to which subsection (1) would apply if this subsection did not apply thereto, operates an airline service, ships or hotels or receives revenues that are petroleum or natural gas royalties or does a combination of two or more of those operations, the amount of the corporation's taxable income that shall be deemed to have been earned in a taxation year in a province or territory of Canada outside Ontario is the aggregate of the amounts computed,

- (a) where the corporation operates an airline service, by applying the provisions of subsection 307 (1) to that part of the corporation's taxable income for the taxation year that might reasonably be considered as having arisen from the operation of the airline service;
- (b) where the corporation operates ships, by applying the provisions of subsection 311 (1) to that part of the corporation's taxable income for the taxation year that might reasonably be considered as having arisen from the operation of the ships;
- (c) where the corporation operates hotels, by applying the provisions of subsection 302 (3) to that part of the corporation's taxable income for the taxation year that might reasonably be considered to have arisen from the operation of the hotels;
- (d) where the corporation receives revenues that are petroleum or natural gas royalties, by applying the provisions of subsection 302 (3) to that part of the corporation's taxable income for the taxation year that might reasonably be considered to have arisen from the ownership by the corporation of petroleum or natural gas rights or any interest therein; and
- (e) by applying the provisions of subsection (1) to the remaining portion of the corporation's taxable income for the taxation year. O. Reg. 350/73, s. 406 (2); O. Reg. 147/78, s. 16.

(3) For the purpose of section 311 and for the purpose of making an allocation required by clause (2) (b), "salaries and wages paid in the taxation year by the corporation to employees" means salaries and wages paid by the corporation to employees employed in the operation of permanent establishments, other than ships, maintained for the shipping business. O. Reg. 350/73, s. 406 (3); O. Reg. 147/78, s. 16.

(4) For the purpose of subsection 302 (3) and for the purpose of making an allocation required by clause (2) (c),

- (a) "gross revenue for the taxation year attributable to the permanent establishment in that other jurisdiction" means the gross revenue of the corporation from operating hotels in a province or territory of Canada outside Ontario;
- (b) "total gross revenue for the taxation year" means the total gross revenue of the corporation for the taxation year from operating hotels; and
- (c) "salaries and wages paid in the taxation year by the corporation to the employees" means salaries and wages paid to employees engaged in the operations of its hotels. O. Reg. 350/73, s. 406 (4); O. Reg. 147/78, s. 16.

(5) Notwithstanding subsection 302 (8), for the purpose of subsection 302 (3) and for the purpose of making an allocation required by clause (2) (d),

- (a) "gross revenue for the taxation year attributable to the permanent establishment in that other jurisdiction" means the gross revenue of the corporation from the ownership by the corporation of petroleum and natural gas rights in lands in a province or territory of Canada outside Ontario and any interest therein;
- (b) "total gross revenue for the taxation year" means the total gross revenue of the corporation from ownership by the corporation of petroleum and natural gas rights and any interest therein; and
- (c) "salaries and wages paid in the taxation year by the corporation to the employees" means salaries and wages paid to employees employed in connection with the corporation's petroleum and natural gas rights and interests therein. O. Reg. 350/73, s. 406 (5); O. Reg. 147/78, s. 16.

(6) For the purposes of subsection (1),

- (a) "equated track length" means, in a specified place, the aggregate of,
  - (i) the length of first main track,
  - (ii) 80 per cent of the length of other main tracks, and
  - (iii) 50 per cent of the length of yard tracks and sidings,in that place;
- (b) "gross freight capacity" means the aggregate obtained by multiplying the weight

or mass of freight carried by the corporation by the distance that freight is carried. O. Reg. 474/77, s. 1 (2).

#### AIRLINE CORPORATIONS

307.—(1) Notwithstanding subsections 302 (3) and (4), the amount of taxable income of an airline corporation that shall be deemed to have been earned in a taxation year in a province or territory of Canada outside Ontario is an amount equal to one-quarter of the aggregate of,

- (a) that proportion of the corporation's taxable income for the taxation year that the capital cost of all fixed assets of the corporation, except for aircraft, in that province or territory of Canada at the end of the taxation year is of the capital cost of all the corporation's fixed assets, except for aircraft, in Canada at the end of the taxation year; and
- (b) that proportion of the corporation's taxable income that three times the revenue plane distance flown by the corporation's aircraft in that province or territory of Canada during the taxation year is of the total revenue plane distance flown by the corporation's aircraft in Canada during the taxation year. O. Reg. 350/73, s. 407 (1); O. Reg. 474/77, s. 2 (1); O. Reg. 147/78, s. 16.

(2) For the purpose of clause (1) (b), "revenue plane distance flown" shall be weighted according to the take-off weight of the aircraft operated.

(3) For the purpose of subsection (2), "take-off weight" of an aircraft means the take-off weight determined under subsection 307 (3) of the regulations made under the *Income Tax Act* (Canada). O. Reg. 809/78, s. 2.

#### GRAIN ELEVATOR OPERATORS

308. Notwithstanding subsections 302 (3) and (4), the amount of taxable income of a corporation the chief business of which is the operation of grain elevators that shall be deemed to have been earned in a taxation year in a jurisdiction other than Ontario is one-half the aggregate of,

- (a) that proportion of the corporation's taxable income for the taxation year that the quantity of grain received in the taxation year in the elevators operated by the corporation in that other jurisdiction is of the total quantity of grain received in the taxation year in all the elevators operated by the corporation; and
- (b) that proportion of the corporation's taxable income for the taxation year that the aggregate of salaries and wages paid in the

taxation year by the corporation to personnel of the permanent establishments in that other jurisdiction is of the aggregate of all salaries and wages paid in the taxation year by the corporation. O. Reg. 350/73, s. 408; O. Reg. 474/77, s. 3; O. Reg. 147/78, s. 16.

#### BUS AND TRUCK OPERATORS

309. Notwithstanding subsections 302 (3) and (4), the amount of taxable income of a corporation the chief business of which is the transportation of goods, the transportation of passengers or the transportation of goods and passengers, other than by the operation of a railway, steamship or airline service, that shall be deemed to have been earned in a taxation year in a jurisdiction other than Ontario is one-half of the aggregate of,

- (a) that proportion of the corporation's taxable income for the taxation year that the distance travelled by the corporation's vehicles in that other jurisdiction in the taxation year is of the total distance travelled by the corporation's vehicles in the taxation year; and
- (b) that proportion of the corporation's taxable income for the taxation year that the aggregate of salaries and wages paid in the taxation year by the corporation to personnel of the permanent establishments in that other jurisdiction is of the aggregate of all salaries and wages paid in the taxation year by the corporation. O. Reg. 350/73, s. 409; O. Reg. 474/77, s. 4; O. Reg. 147/78, s. 16.

#### PIPELINE OPERATORS

310. Notwithstanding subsections 302 (3) and (4), the amount of taxable income of a corporation, the chief business of which is the operation of a pipeline for oil, gas or water, that shall be deemed to have been earned in a taxation year in a province or territory of Canada outside Ontario is one-half of the aggregate of,

- (a) that proportion of the corporation's taxable income for the taxation year that the length of pipe of the corporation in that province or territory of Canada is of the length of pipe of the corporation in Canada; and
- (b) that proportion of the corporation's taxable income for the taxation year that the aggregate of the salaries and wages paid in the taxation year by the corporation to personnel of the permanent establishments in that province or territory of Canada is of the aggregate of all salaries and wages paid in all the corporation's permanent establishments in Canada in the taxation year by the corporation. O. Reg. 350/73,

s. 410; O. Reg. 474/77, s. 5; O. Reg. 147/78, s. 16.

#### NAVIGATION CORPORATIONS

**311.**—(1) Notwithstanding subsections 302 (3) and (4), the amount of taxable income of a corporation, the chief business of which is the operation of ships, that shall be deemed to have been earned in a taxation year in a province or territory of Canada outside Ontario is the aggregate of,

- (a) that portion of the corporation's allocable income for the taxation year that the port-call-tonnage in that province or territory of Canada is of the port-call-tonnage in Canada; and
- (b) where the corporation's taxable income for the taxation year exceeds the corporation's allocable income for the taxation year, that portion of the excess that the aggregate of the salaries and wages paid in the taxation year by the corporation to employees of any permanent establishment, other than a ship, in that province or territory of Canada, is of the aggregate of salaries and wages paid in the taxation year by the corporation to employees of permanent establishments, other than ships, in Canada. O. Reg. 350/73, s. 411 (1); O. Reg. 147/78, s. 16.

(2) For the purposes of subsection (1),

- (a) "allocable income for the taxation year" means that portion of the taxable income of the corporation for the taxation year that the port-call-tonnage in Canada is of the total port-call-tonnage;
- (b) "port-call-tonnage in Canada" means the aggregate of the products obtained by multiplying, for each ship operated by the corporation, the number of calls made in the taxation year by that ship at ports in Canada by the amount recorded as the registered net tonnage of that ship;
- (c) "port-call-tonnage in that province or territory in Canada" means the aggregate of the products obtained by multiplying, for each ship operated by the corporation, the number of calls made in the taxation year by that ship at ports in that province or territory of Canada by the amount recorded as the registered net tonnage of that ship; and
- (d) "total port-call-tonnage" means the aggregate of the products obtained by multiplying, for each ship operated by the corporation, the number of calls made in the taxation year by that ship at ports anywhere by the amount recorded as the regis-

tered net tonnage of that ship. O. Reg. 350/73, s. 411 (2); O. Reg. 474/77, s. 6; O. Reg. 147/78, s. 16.

#### DIVIDED BUSINESSES

**312.** Where part of the business of a corporation for a taxation year, other than a corporation described in section 303, 304, 305, 306, 307, 308, 309, 310 or 311 consisted of operations normally conducted by a corporation described in one of those sections, the corporation and the Minister may agree to determine the amount of taxable income deemed to have been earned in the taxation year in a jurisdiction other than Ontario as the aggregate of the amounts computed by,

- (a) applying the provisions of such of those sections as would have been applicable had the corporation been a corporation described therein to the portion of the corporation's taxable income for the taxation year that might reasonably be considered to have arisen from that part of the business; and
- (b) applying the provisions of subsection 302 (3) to the remaining portion of the corporation's taxable income for the taxation year. O. Reg. 350/73, s. 412; O. Reg. 147/78, s. 16.

#### ALLOCATION OF TAXABLE INCOME EARNED IN CANADA OF NON-RESIDENTS

**313.** For the purpose of section 31 of the Act, the taxable income earned in Canada of a corporation to which subsection 2 (2) or (3) of the Act applies shall be allocated to the provinces and territories of Canada in accordance with the rules set out in sections 314 to 318. O. Reg. 821/80, s. 4, *part*.

**314.** Where a non-resident corporation not otherwise having a permanent establishment in Canada, becomes taxable under the Act by virtue of clause 2 (2) (b) or clause 2 (3) (b) of the Act and where section 317 is not applicable, the gross revenue that arises from the sale or rental of real property situated in Canada shall be attributable to the province or territory where the real property is situated. O. Reg. 821/80, s. 4, *part*.

#### RULES

**315.** Where in a taxation year a corporation has no permanent establishment in Canada other than in Ontario, all of its taxable income earned in Canada for the year shall be deemed to have been earned in Ontario. O. Reg. 350/73, s. 414; O. Reg. 147/78, s. 16.

**316.** Where in a taxation year a corporation had a permanent establishment in Ontario and a permanent establishment in one or more other provinces or territories of Canada, the corporation's taxable income earned in Canada shall be allocated to the provinces and territories of Canada in accord-

ance with sections 302, 303, 304, 305, 306, 308, 309, 310 and 312 or such of those sections as are applicable on the assumption that, <sup>8</sup>

- (a) the corporation's taxable income earned in Canada was the corporation's total taxable income;
- (b) the permanent establishments of the corporation in the provinces and territories of Canada were the corporation's only permanent establishments; and
- (c) the amounts and proportions referred to in such of those sections as are applicable related exclusively to the activity of the corporation at those permanent establishments,

provided that, where a corporation to which this section applies ships merchandise to one or other of the corporation's permanent establishments outside Canada,

- (d) the shipment shall be deemed to be a shipment of merchandise to a customer to whom the merchandise is sold; and
- (e) the corporation's gross revenue in Canada is the gross revenue of the corporation's permanent establishments in Canada including such amount from the shipment in determining the taxable income earned in Canada that is reasonably attributable to the business carried on by the corporation in Canada. O. Reg. 350/73, s. 415; O. Reg. 147/78, s. 16.

317. Where in a taxation year the taxable income of a corporation earned in Canada was derived solely from the sale or rental of real property in Canada and the corporation owned real property that is situated in Ontario and real property that is situated in another province or territory of Canada, the corporation's taxable income earned in Canada shall be allocated to the provinces and territories of Canada in accordance with section 302 on the assumption that,

- (a) the real property was a permanent establishment of the corporation in the province or territory;
- (b) the corporation's taxable income earned in Canada was the corporation's total taxable income;
- (c) the real property was the only real property owned by the corporation; and
- (d) the amounts and proportions allocated to the provinces and territories of Canada related exclusively to the activity of the corporation in the province or territory of Canada where the real property was

situated. O. Reg. 350/73, s. 416; O. Reg. 147/78, s. 16.

318. For the purpose of determining a corporation's taxable income earned in Canada under section 29 of the Act and where the corporation's taxable income earned in Canada for a taxation year was derived solely from the disposition of,

- (a) taxable Canadian property;
- (b) a Canadian resource property; or
- (c) an income interest in a trust resident in Canada,

"taxable Canadian property", "Canadian resource property" and "an income interest in a trust resident in Canada" mean property deemed by section 505 to be property situated in Ontario. O. Reg. 350/73, s. 417; O. Reg. 147/78, ss. 9, 16.

#### ALLOCATION OF TAXABLE PAID-UP CAPITAL

319. The amount of the taxable paid-up capital of a corporation to which subsection 2 (1) of the Act applies that shall be deemed to have been used in a taxation year in a jurisdiction other than Ontario shall be determined in accordance with the rules set out in sections 320 to 328. O. Reg. 350/73, s. 418; O. Reg. 147/78, s. 16.

#### RULES

320.—(1) Where in a taxation year a corporation had no permanent establishment outside Ontario, all of the corporation's taxable paid-up capital for the taxation year shall be deemed to have been used in Ontario.

(2) Where in a taxation year a corporation had no permanent establishment in Ontario, all of the corporation's taxable paid-up capital shall be deemed to have been used in a jurisdiction other than Ontario.

(3) Where in a taxation year a corporation had a permanent establishment in Ontario and a permanent establishment in any jurisdiction other than Ontario, the amount of the corporation's taxable paid-up capital that shall be deemed to have been used in the taxation year in that other jurisdiction is one-half the aggregate of,

- (a) that proportion of the taxable paid-up capital that the gross revenue for the taxation year reasonably attributable to the permanent establishments in that other jurisdiction is of the corporation's total gross revenue for the taxation year; and
- (b) that proportion of the corporation's taxable paid-up capital that the aggregate of the salaries and wages paid in the taxation year by the corporation to the em-

ployees of the permanent establishments in that other jurisdiction is of the aggregate of all salaries and wages paid in the taxation year by the corporation. O. Reg. 350/73, s. 419; O. Reg. 147/78, s. 16.

## BANKS

321.—(1) Notwithstanding subsection 320 (3), the amount of taxable paid-up capital of a bank that shall be deemed to have been used in a taxation year in a jurisdiction other than Ontario is one-third of the aggregate of,

- (a) that proportion of the bank's taxable paid-up capital for the taxation year that the aggregate of the salaries and wages paid in the year by the bank to the personnel of the bank's permanent establishments in that other jurisdiction is of the aggregate of all salaries and wages paid in the taxation year by the bank; and
- (b) twice that proportion of the bank's taxable paid-up capital for the taxation year that the aggregate amount of loans and deposits of the bank's permanent establishments in that other jurisdiction for the taxation year is of the aggregate of all loans and deposits of the bank for the taxation year.

(2) For the purpose of subsection (1), the amount of loans for a taxation year is one-twelfth of the aggregate of the amounts outstanding on the loans made by the bank at the close of business on the last day of each month in the taxation year.

(3) For the purpose of subsection (1), the amount of deposits for a taxation year is one-twelfth of the aggregate of the amounts on deposit with the bank at the close of business on the last day of each month in the taxation year.

(4) For the purpose of subsections (2) and (3), loans and deposits do not include bonds, stocks, debentures, items in transit and deposits in favour of Her Majesty in Right of Canada. O. Reg. 350/73, s. 420; O. Reg. 147/78, s. 16.

## TRUST AND LOAN CORPORATIONS

322.—(1) Notwithstanding subsection 320 (3), the amount of taxable paid-up capital of a trust and loan corporation or a trust corporation or a loan corporation that shall be deemed to have been used in a taxation year in a jurisdiction other than Ontario is that proportion of the corporation's taxable paid-up capital that the gross revenue of the corporation's permanent establishments in that other jurisdiction for the taxation year is of the total gross revenue for the taxation year of the corporation. O. Reg. 350/73, s. 421 (1); O. Reg. 147/78, s. 16.

(2) The provisions of subsection 305 (2) apply with necessary modifications to subsection (1). O. Reg. 350/73, s. 421 (2).

## RAILWAY CORPORATIONS

323.—(1) Notwithstanding subsection 320 (3), the amount of taxable paid-up capital of a railway corporation that shall be deemed to have been used in a taxation year in a province or territory of Canada outside Ontario is one-half the aggregate of,

- (a) that proportion of the corporation's taxable paid-up capital for the taxation year that the corporation's equated track length in that province or territory of Canada is of the corporation's equated track length in Canada; and
- (b) that proportion of the corporation's taxable paid-up capital for the taxation year that the corporation's gross freight capacity for the taxation year in that province or territory of Canada is of the corporation's gross freight capacity for the taxation year in Canada. O. Reg. 350/73, s. 422 (1); O. Reg. 474/77, s. 7 (1); O. Reg. 147/78, s. 16.

(2) For the purposes of subsection (1),

- (a) "equated track length" means, in a specified place, the aggregate of,

- (i) the length of first main track,

- (ii) 80 per cent of the length of other main tracks, and

- (iii) 50 per cent of the length of yard tracks and sidings,

in that place;

- (b) "gross freight capacity" means the aggregate obtained by multiplying the weight or mass of freight carried by the corporation by the distance that freight is carried. O. Reg. 474/77, s. 7 (2).

## GRAIN ELEVATOR OPERATORS

324. Notwithstanding subsection 320 (3), the amount of taxable paid-up capital of a corporation, the chief business of which is the operation of grain elevators, that shall be deemed to have been used in a taxation year in a jurisdiction other than Ontario is one-half the aggregate of,

- (a) that proportion of the corporation's taxable paid-up capital that the quantity of grain received in the taxation year in the elevators operated by the corporation in that other jurisdiction is of the quantity of grain received in the taxation year in all the elevators operated by the corporation; and
- (b) that proportion of the corporation's taxable paid-up capital that the aggregate of

salaries and wages paid in the taxation year by the corporation to personnel of the permanent establishments in that other jurisdiction is of the aggregate of all salaries and wages paid in the taxation year by the corporation. O. Reg. 350/73, s. 423; O. Reg. 474/77, s. 8; O. Reg. 147/78, s. 16.

#### BUS AND TRUCK OPERATORS

325. Notwithstanding subsection 320 (3), the amount of taxable paid-up capital of a corporation, the chief business of which is the transportation of goods, the transportation of passengers or the transportation of goods and passengers other than by the operation of a railway, steamship or airline service, that shall be deemed to have been used in a taxation year in a jurisdiction other than Ontario is one-half the aggregate of,

- (a) that proportion of the corporation's taxable paid-up capital that the distance travelled by the corporation's vehicles in that other jurisdiction in the taxation year is of the total distance travelled by the corporation's vehicles in the taxation year; and
- (b) that proportion of the corporation's taxable paid-up capital that the aggregate of salaries and wages paid in the taxation year by the corporation to personnel of the permanent establishments in that other jurisdiction is of the aggregate of all salaries and wages paid in the taxation year by the corporation. O. Reg. 350/73, s. 424; O. Reg. 474/77, s. 9; O. Reg. 147/78, s. 16.

#### PIPELINE OPERATORS

326. Notwithstanding subsection 320 (3), the amount of taxable paid-up capital of a corporation, the chief business of which is the operation of a pipeline for oil, gas or water, that shall be deemed to have been used in a taxation year in a province or territory of Canada outside Ontario is one-half the aggregate of,

- (a) that proportion of the corporation's taxable paid-up capital that the length of pipe of the corporation in that province or territory of Canada is of the length of pipe of the corporation in Canada; and
- (b) that proportion of the corporation's taxable paid-up capital that the aggregate of the salaries and wages paid in the taxation year by the corporation to personnel of the permanent establishments in that province or territory of Canada is of the aggregate of all salaries and wages paid in all the corporation's permanent establishments in Canada in the taxation year by the corporation. O. Reg. 350/73, s. 425; O. Reg. 474/77, s. 10; O. Reg. 147/78, s. 16.

#### NAVIGATION CORPORATIONS

327.—(1) Notwithstanding subsection 320 (3), the amount of taxable paid-up capital of a corporation, the chief business of which is operating ships, that shall be deemed to have been used in a taxation year in a province or territory of Canada outside Ontario is the aggregate of,

- (a) that portion of the corporation's allocable paid-up capital that the port-call-tonnage in that province or territory of Canada is of the port-call-tonnage in Canada; and
- (b) where the corporation's taxable paid-up capital exceeds the corporation's allocable paid-up capital, that portion of the excess that the aggregate of the salaries and wages paid in the taxation year by the corporation to employees of any permanent establishment, other than a ship, in that province or territory of Canada is of the aggregate of salaries and wages paid in the taxation year by the corporation to employees of permanent establishments, other than ships, in Canada. O. Reg. 350/73, s. 426 (1); O. Reg. 147/78, s. 16.

(2) For the purpose of subsection (1), "allocable paid-up capital" means that portion of taxable paid-up capital of the corporation that the port-call-tonnage in Canada is of the total port-call-tonnage.

(3) Clauses 311 (2) (b), (c) and (d) apply with necessary modifications to subsection (1). O. Reg. 350/73, s. 426 (2, 3).

#### AIRLINE CORPORATIONS

328.—(1) Notwithstanding subsection 320 (3), the amount of taxable paid-up capital of an airline corporation that shall be deemed to have been used in the taxation year in a province or territory of Canada outside Ontario is an amount equal to one-quarter of the aggregate of,

- (a) that proportion of the corporation's taxable paid-up capital for the taxation year that the capital cost of all fixed assets of the corporation, except for aircraft, in that province or territory of Canada at the end of the taxation year is of the capital cost of all the corporation's fixed assets, except for aircraft, in Canada at the end of the taxation year; and
- (b) that proportion of the corporation's taxable paid-up capital that three times the revenue plane distance flown by the corporation's aircraft in that province or territory of Canada during the taxation year is of the total revenue plane distance flown by the corporation's aircraft in Canada during the taxation year. O. Reg.

350/73, s. 427 (1); O. Reg. 474/77, s. 11;  
O. Reg. 147/78, s. 16.

(2) The provisions of subsections 307 (2) and (3) apply with necessary modifications to subsection (1). O. Reg. 350/73, s. 427 (2).

ALLOCATION OF TAXABLE PAID-UP CAPITAL  
EMPLOYED IN CANADA OF NON-RESIDENT

329. For the purposes of clause 55 (1) (e) of the Act, the amount of the taxable paid-up capital employed in Canada of a corporation to which subsection 2 (2) or (3) of the Act applies, shall be allocated to the provinces and territories of Canada in accordance with the provisions of subsection 320 (3) and sections 321, 322, 323, 324, 325 and 326 or such of those subsections or sections as are applicable, on the assumption that the permanent establishments of the corporation in the provinces and territories of Canada were the corporation's only permanent establishments and the amounts and proportions referred to in such of those subsections or sections as are applicable related exclusively to the activity of the corporation at those permanent establishments. O. Reg. 350/73, s. 428; O. Reg. 147/78, s. 10; O. Reg. 611/79, s. 8.

330. Where in the calculation of any proportion under this Part, a particular unit of measurement is used, the same unit of measurement shall be used, where required, throughout the calculation. O. Reg. 474/77, s. 12.

PART IV

PRESCRIBED CORPORATIONS

401. For the purpose of subsection 12 (10) of the Act, the following corporations are prescribed:

1. Air Canada.
2. Canadair Services Limited.
3. Canadian National Express Company.
4. Canadian National Railway Company.
5. Canadian National Realities, Limited.
6. Canadian National Telegraph Company.
7. Canadian National Transportation, Limited.
8. The Canadian Northern Quebec Railway Company.
9. The de Havilland Aircraft of Canada, Limited.
10. Gray Coach Lines Limited.
11. The Great North Western Telegraph Company of Canada.

12. Hoar Transport Company Limited.
13. Husband Transport Limited.
14. A. E. McKenzie Company Limited.
15. Midland Superior Express Limited.
16. The Minnesota and Ontario Bridge Company.
17. The Northern Consolidated Holding Company Limited.
18. Polysar Limited—Polysar Limitée.
19. Polysar Plastics Limited.
20. Potash Corporation of Saskatchewan Sales Ltd.
21. St. Clair River Broadcasting Limited.
22. Scobie's Transport Limited.
23. Sidbec-Dosco Limitée—Sidbec-Dosco Limited.
24. The Toronto-Peterborough Transport Company, Limited. O. Reg. 121/74, s. 2, O. Reg. 509/76, s. 1; O. Reg. 147/78, s. 12; O. Reg. 809/78, s. 4; O. Reg. 611/79, s. 9.

PART V

501. For the purposes of clause 15 (4) (a) of the Act, each of the following is hereby declared to be a tax of general application on the profits of corporations:

1. A tax imposed on a corporation under the *Income Tax Act* (Canada).
2. A tax imposed on a corporation under section 6 of the Act.
3. A tax imposed on a corporation under section 17 of the *Taxation Act* (Quebec). O. Reg. 147/78, s. 13, *part*.

502. For the purposes of clause 15 (4) (b) of the Act, each of the following is hereby declared to be a tax on corporations:

1. A tax imposed on a corporation under section 50 of the Act.
2. A tax imposed on a corporation under any of paragraphs 848 (a) to (m) or section 849, 850, 851, 852 or 872 of the *Taxation Act* (Quebec).
3. A tax imposed under the *Corporations Capital Tax Act* (Manitoba).

4. A tax imposed under the *Corporations Capital Tax Act* (British Columbia). O. Reg. 147/78, s. 13, *part*.

EXERCISE OF POWERS AND PERFORMANCE  
OF DUTIES

503.—(1) The officer holding the position of Deputy Minister of Revenue, and the officer in the Ministry of Revenue holding the position of Assistant Deputy Minister, Tax Revenue may exercise all the powers and perform all the duties of the Minister under the Act. O. Reg. 483/80, s. 1.

(2) The officer in the Ministry of Revenue holding the position of Director, Corporations Tax Branch, may exercise the powers and perform the duties of the Minister under the following sections of the Act:

1. The definition of "fiscal period" in section 248 of the *Income Tax Act* (Canada) as made applicable by section 1 of the Act.
2. Subsection 86 (2);
3. Subsection 93 (1).
4. Where a reduction in the amount of tax, interest and penalties payable for a taxation year does not exceed \$2,000, section 97. O. Reg. 350/73, s. 706 (2); O. Reg. 147/78, s. 15 (1); O. Reg. 821/80, s. 5 (1); O. Reg. 903/80, s. 1 (1).

(3) The officers in the Ministry of Revenue holding the positions of Manager Audit, Corporations Tax Branch, and Manager Administration, Corporations Tax Branch, may exercise all the powers and perform all the duties of the Minister under the following sections of the Act:

1. The definition of "fiscal period" in section 248 of the *Income Tax Act* (Canada) as made applicable by section 1 of the Act.
2. Subsection 86 (2).
3. Subsection 93 (1).
4. Where a reduction in the amount of tax, interest and penalties payable for a taxation year does not exceed \$1,000, section 97. O. Reg. 41/76, s. 1; O. Reg. 147/78, s. 15 (2); O. Reg. 821/80, s. 5 (2).

(4) The Director of the Legal Services Branch of the Ministry of Revenue may exercise all the powers and perform all the duties of the Minister under the following sections of the Act:

1. Subsection 86 (2).
2. Subsection 93 (1).

3. Subsections 94 (1) and (2). O. Reg. 350/73, s. 706 (4).

(5) The officers in the Ministry of Revenue holding the positions of Supervisor of Tax Roll, Corporations Tax Branch, Senior Supervisor, Compliance, Corporations Tax Branch, and Supervisor, Tax Returns Centre, Corporations Tax Branch, may exercise all the powers and perform all the duties of the Minister under the definition of "fiscal period" in section 248 of the *Income Tax Act* (Canada) as made applicable by section 1 of the Act. O. Reg. 220/77, s. 2; O. Reg. 147/78, s. 15 (3); O. Reg. 611/79, s. 10.

(6) The officers in the Ministry of Revenue holding the positions of Chief Collection Officer, Corporations Tax Branch and Senior Supervisor, Compliance, Corporations Tax Branch, may exercise the powers and perform the duties of the Minister under the following sections of the Act:

1. Subsection 86 (2).
2. Subsection 93 (1). O. Reg. 821/80, s. 5 (3).

(7) The officer in the Ministry of Revenue holding the position of Director, Tax Appeals Branch, may exercise the powers and perform the duties of the Minister under section 84 of the Act. O. Reg. 903/80, s. 1 (2).

RATE OF INTEREST ON UNPAID TAXES  
AND OVERPAYMENTS

504.—(1) The rate of interest payable under subsections 72 (1) and (4) of the Act is 12 per cent per annum.

(2) For the purposes of subsection 75 (3) of the Act, the rate of interest for the period of calculation referred to therein is,

- (a) 6 per cent per annum in respect of that portion of such period that is before the 1st day of October, 1980; and
- (b) 12 per cent per annum in respect of that portion of such period that is after the 30th day of September, 1980.

(3) For the purpose of subsection 75 (4) of the Act, the rate of interest for the period of calculation referred to therein and described in subsection (3) of the said section is,

- (a) 9 per cent per annum in respect of that portion of such period that is before the 1st day of October, 1980; and
- (b) 12 per cent per annum in respect of that portion of such period that is after the 30th day of September, 1980. O. Reg. 594/80, s. 1.

TAXABLE CANADIAN PROPERTY DEEMED  
SITUATED IN ONTARIO

505.—(1) For the purposes of clause 2 (2) (c) and clause 2 (3) (c) of the Act, taxable Canadian property

shall be deemed to be property situated in Ontario where,

- (a) in the case of property referred to in subparagraph 115 (a) (iii.1) and subparagraphs 115 (1) (b) (i) and (ii) of the *Income Tax Act* (Canada), the property is situated in Ontario or the business is carried on in Ontario, as the case may be;
- (b) in the case of property referred to in subparagraphs 115 (1) (b) (iii) and (iv) of the *Income Tax Act* (Canada), the property is a share or shares of a corporation that is resident in Ontario;
- (c) in the case of property referred to in subparagraph 115 (1) (b) (v) of the *Income Tax Act* (Canada), the property is an interest in a partnership resident in Ontario;
- (d) in the case of property referred to in subparagraph 115 (1) (a) (i) and subparagraph 115 (1) (b) (vi) of the *Income Tax Act* (Canada), the property is an income interest in a trust resident in Ontario or the property is a capital interest in a trust resident in Ontario, as the case may be;
- (e) in the case of property referred to in subparagraph 115 (1) (b) (vii) of the *Income Tax Act* (Canada), the property is a unit or units of a unit trust resident in Ontario;
- (f) in the case of property referred to in subparagraph 115 (1) (b) (viii) of the *Income Tax Act* (Canada), the property is a unit or units of a mutual fund trust resident in Ontario; and
- (g) in the case of property that is deemed to be taxable Canadian property under subparagraph 115 (1) (b) (ix) of the *Income Tax Act* (Canada), the property is property that is situated in Ontario by virtue of the *Corporations Tax Act* and the regulations made thereunder, or the law of Ontario as it relates to the situs of property. O. Reg. 350/73, s. 717 (1); O. Reg. 121/74, s. 3.

(2) Where, for the purposes of the *Income Tax Act* (Canada) a tax treaty or convention between Canada and another country has determined that no tax is payable for a taxation year by the corporation in respect of the disposition by it of taxable Canadian property, such property that would otherwise be deemed by subsection (1) to be property situated in Ontario shall be deemed not to be property situated in Ontario. O. Reg. 350/73, s. 717 (2); O. Reg. 147/78, s. 16.

(3) For the purposes of clause (1) (b), a corporation shall be deemed to be resident in Ontario where,

- (a) in the case of a corporation incorporated after the 26th day of April, 1965 it was incorporated in Ontario;

- (b) in the case of a corporation incorporated before the 27th day of April, 1965 it was incorporated in Ontario and at any time in the taxation year or at any time in any preceding taxation year of the corporation ending after the 26th day of April, 1965 it was resident in Ontario or carried on business in Ontario. O. Reg. 350/73, s. 717 (3); O. Reg. 147/78, s. 16.

(4) For the purposes of clause (1) (c), a partnership is deemed to be resident in Ontario where it is resident in Canada for purposes of subparagraph 115 (1) (b) (v) of the *Income Tax Act* (Canada) and its principal business is carried on in Ontario.

(5) For the purposes of clauses (1) (d), (e) and (f), a trust, a unit trust or a mutual fund trust is deemed to be resident in Ontario where the trust, unit trust or mutual fund trust, as the case may be, is resident in Canada for purposes of subparagraph (iv) of paragraph (a) and subparagraphs 115 (1) (b) (vi), (vii) or (viii) of the *Income Tax Act* (Canada) and the principal office from which its business is conducted is situated in Ontario. O. Reg. 350/73, s. 717 (4, 5).

**506.**—(1) For the purposes of section 71 of the Act, any amount deducted or withheld by any person pursuant to subsection (2) or (3) thereof shall be remitted to the Treasurer of Ontario not later than the date provided in subsection (3) of this section for the filing of the report in respect of the performance with respect to which the amount was deducted or withheld.

(2) Every person required by section 71 of the Act to deduct or withhold an amount pursuant to subsection (2) or (3) thereof shall file with the Minister a report stating his name and address, the name and address of each corporation on behalf of which an amount was deducted or withheld, the amount paid to the corporation in respect of performances presented, the date of each period during which the performances were presented by the corporation, the amount deducted or withheld on behalf of the corporation, and such additional information as is required by the Minister.

(3) The report required under subsection (2) shall be in respect of performances presented in the three-month period ending on the 31st day of March, the 30th day of June, the 30th day of September and the 31st day of December of each year and shall be filed not later than two months after the last day of the period in respect of which it is required to be filed. O. Reg. 611/79, s. 12.

#### ELIGIBLE CANADIAN PROFITS

**507.**—(1) For the purpose of subsection 34 (3) of the Act, the "eligible Canadian profits" of a corporation for a taxation year are the aggregate of,

- (a) its manufacturing and processing income for the year;
- (b) its mining income for the year, to the extent that such amount is not included by virtue of clause (a); and

- (c) its active business incomes for the year from farming, fishing and logging, to the extent that such amounts are not included by virtue of clause (a) or (b).

(2) For the purpose of subsection (1), where a corporation has active business income from sources other than the sources referred to in subsection (1), the whole of such active business income shall qualify as eligible Canadian profits if,

- (a) the active business income from such other sources does not exceed 20 per cent of the total active business income of the corporation for the year; and
- (b) the total active business income of the corporation for the year does not exceed \$250,000.

(3) In this section,

- (a) "farming" has the meaning given to that expression by section 1 of the Act, and the corporation's active business income for the year from farming shall be determined in accordance with sections 5200 and 5202 of the regulations made under the *Income Tax Act* (Canada) applied as if the references therein to "manufacturing and processing" were references to "farming", except that in computing the cost of capital of the corporation the cost of land owned by it or the annual rental cost incurred by the corporation for land leased by it and used by it in its farming business shall be included;
- (b) "fishing" has the meaning given to that expression by section 248 of the *Income Tax Act* (Canada) as made applicable by section 1 of the Act, and the corporation's active business income from fishing shall be determined in accordance with sections 5200 and 5202 of the regulations made under the *Income Tax Act* (Canada) applied as if the references therein to "manufacturing and processing" were references to "fishing";
- (c) "logging" includes the sale of standing timber, the sale of the right to cut standing timber, the sale of logs, the delivery of logs to a sawmill, pulp or paper plant or other place for processing or manufacturing, the delivery of logs to a carrier for export, the export of logs, the acquisition of standing timber, the cutting of logs from standing timber, or any combination of such operations, and the corporation's active business income from logging shall be determined in accordance with sections 5200 and 5202 of the regulations made under the *Income Tax Act* (Canada) applied as if the references therein to "manufacturing and processing" were references to "logging";
- (d) "manufacturing and processing income" of a corporation means that portion of its income

for the year, determined in accordance with the Act, that would qualify as "Canadian manufacturing and processing profits" for the purpose of subsection 125.1 (3) of the *Income Tax Act* (Canada); and

(e) "mining income" of a corporation means the aggregate of,

- (i) the amount by which its resource profits from mining operations determined in accordance with clause 101 (1) (j) (but not including the amounts referred to in subclause 101 (1) (j) (i) and sub-subclause 101 (1) (j) (ii) (D) ) exceeds any amount deducted for the year under clause 103 (b), and
- (ii) its active business income (other than income included by virtue of subclause (i) ) from the production of minerals from a mine that is an industrial mineral mine for the purpose of paragraph 1100 (1) (g) of the regulations made under the *Income Tax Act* (Canada), and such active business shall be determined in accordance with sections 5200 and 5202 of the regulations made under the *Income Tax Act* (Canada) applied as if the references therein to "manufacturing and processing" were references to "industrial mineral mine". O. Reg. 611/79, s. 13.

508.—(1) For the purposes of subsection 35 (1) of the Act, the following rules are prescribed:

1. Depreciable property that is eligible is that property in respect of which a corporation has been allowed, or is entitled to, a deduction under the regulations made under clause 12 (7) (a) of the Act, but does not include depreciable property that is used in a specified investment business, as defined in paragraph 125 (6) (h) of the *Income Tax Act* (Canada).
2. Purchases of depreciable property that are eligible are those purchases made at arm's length by a corporation or by a partnership in which the corporation owns a partnership interest, but does not include,
  - i. the purchase of materials, components or parts to be used in the construction or manufacture of depreciable property;
  - ii. transfers from the inventory of the corporation; or
  - iii. subject to paragraph 4, the acquisition of depreciable property by way of lease.

3. Cost of depreciable property that is eligible is,
  - i. where the property is purchased by the corporation, the purchase price of the property; or
  - ii. where the property is purchased by a partnership in which the corporation owns a partnership interest, the same proportion of the purchase price as the proportion of the profits of the partnership to which the corporation is entitled under the partnership agreement.
4. Where a corporation or a partnership in which the corporation owns a partnership interest has acquired depreciable property by way of lease with the option to purchase it at an agreed price, the lease shall be deemed to be a purchase for the purposes of this paragraph and paragraph 2 if it qualifies as an acquisition for the purpose of a deduction under the regulations made under clause 12 (7) (a) of the Act, and the eligible cost of such purchase shall, subject to subsection (2), for a particular taxation year be the capital cost of such property for the purposes of clause 12 (7) (a) of the Act.
5. Uses of depreciable property that are eligible are those uses, by the corporation or by

the partnership in which the corporation owns a partnership interest, for which the property was created, but does not include the rental, by way of lease or otherwise, of the property by the corporation or partnership, as the case may be, to another person.

(2) For the purposes of paragraph 3 of subsection (1), purchase price does not include legal, accounting, engineering and other fees incurred to purchase the depreciable property and shall not be reduced by the amount of any assistance received or entitled to be received from a government, municipality or other public authority in respect of or for the acquisition of such property whether as a grant, subsidy, forgivable loan, deduction from tax, investment allowance or as any other form of assistance. O. Reg. 821/80, s. 6.

## PART VI

### FORMS

601. A notice of objection under section 77 of the Act shall be in Form 1. O. Reg. 350/73, s. 801.

602. A notice of appeal under section 78 of the Act shall be in Form 2. O. Reg. 350/73, s. 802.

603. A notice of waiver under section 73 of the Act shall be in Form 3. O. Reg. 350/73, s. 803.

Form 1

Corporations Tax Act

NOTICE OF OBJECTION

**INSTRUCTIONS:**  
To be prepared in TRIPLICATE, ONE copy to be retained and TWO copies to be sent by REGISTERED MAIL addressed to the Minister of Revenue c/o the Director, Tax Appeals, Ministry of Revenue, Queen's Park, Toronto, Ontario M7A 1X8. The envelope containing this NOTICE must be postmarked within sixty days for Retail Sales Tax and ninety days for the other taxes after the day of mailing or delivery by personal service of the NOTICE of ASSESSMENT or STATEMENT of DISALLOWANCE of REBATE/REFUND CLAIM to which objection is being made.  
A separate notice of OBJECTION must be filed for each NOTICE of ASSESSMENT or each STATEMENT of DISALLOWANCE of REBATE/REFUND CLAIM in dispute but, if convenient, facts and reasons may be consolidated.

Name of Taxpayer (CORPORATION, PURCHASER, REGISTRANT, VENDOR)		TELEPHONE NO.
STREET AND NUMBER		
Mailing Address CITY / TOWN	PROVINCE	POSTAL CODE

NOTICE OF OBJECTION is hereby given to the:

<input type="checkbox"/>	Assessment No.	Date of Assessment	Amount of Tax	for Period ending
		YEAR MONTH DAY	\$	YEAR MONTH DAY
OR <input type="checkbox"/>	Statement of Disallowance	Statement Date	Rebate/Refund Amount	
	of Rebate/Refund Claim No.	YEAR MONTH DAY	\$	

under the following act (check one only)

- ☐ CORPORATIONS TAX ACT — Account No.
- ☐ GASOLINE TAX ACT
- ☐ MOTOR VEHICLE FUEL TAX ACT
- ☐ RETAIL SALES TAX ACT — Permit No.
- ☐ TOBACCO TAX ACT
- ☐ LAND TRANSFER TAX ACT

The following are the reasons for objection and a full statement of facts relating thereto:  
(If space is insufficient, a separate memorandum should be attached setting forth —  
(1) full statement of reasons for objection, and (2) full statement of relevant facts.)

☐ CHECK HERE IF ADDITIONAL SHEETS ATTACHED

Date	Signature	Position or Office
This Notice must be signed by the Appellant or his/her Authorized Officer.		

Form 2

Corporations Tax Act

Notice of Appeal

IN THE SUPREME COURT OF ONTARIO

INSTRUCTIONS  
FOR COMPLETION  
ARE BELOW

In The Matter of (Check one only):

- ☐ Corporations Tax Act
- ☐ Gasoline Tax Act
- ☐ Motor Vehicle Fuel Tax Act
- ☐ Retail Sales Tax Act
- ☐ Tobacco Tax Act
- ☐ Land Transfer Tax Act

BETWEEN:

— AND —

Appellant,

THE MINISTER OF REVENUE

Respondent.

TAKE NOTICE that pursuant to (Check one only)

- ☐ Section 78 of the Corporations Tax Act
- ☐ Section 14 of the Gasoline Tax Act
- ☐ Section 12 of the Motor Vehicle Fuel Tax Act
- ☐ Section 23 of the Retail Sales Tax Act
- ☐ Section 13 of the Tobacco Tax Act
- ☐ Section 12 of the Land Transfer Tax Act

the Appellant appeals to the Supreme Court of Ontario from the decision of the Minister of Revenue

dated the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
in respect of

<input type="checkbox"/>	Assessment No.	Date of Assessment YEAR MONTH DAY	Amount of Tax \$	for Period ending YEAR MONTH DAY
OR	Statement of Disallowance		Statement Date YEAR MONTH DAY	Rebate/Refund Amount \$
<input type="checkbox"/>	of Rebate/Refund Claim No. _____			

STATEMENT OF REASONS FOR APPEAL

(Set out relevant facts and law to be relied on in support of the appeal.)

INSTRUCTIONS:

To be prepared in quadruplicate, ONE copy to be retained, TWO copies to be sent by registered mail addressed to the Minister of Revenue, c/o the Director, Tax Appeals, Ministry of Revenue, Queen's Park, Toronto, Ontario, M7A 1X8 and ONE copy to be filed with the Supreme Court of Ontario in accordance with the statute under which the appeal is taken. The copies addressed to the Minister must be postmarked within 90 days after the day of mailing of the notification that the Minister has confirmed the assessment or reassessed. The copy for the Supreme Court must be filed with the court within the same 90 day period. The Notice of Appeal must be signed by the Appellant or someone authorized to represent the Appellant in the appeal proceedings.

1246 (79-10)

O. Reg. 896/79, s. 2.

Form 3

*Corporations Tax Act*

WAIVER IN RESPECT OF SIX YEAR  
TIME LIMIT

.....  
(name of corporation)

.....  
(give full address, including city, town, municipality,  
county and province)

Taxation year to which this waiver applies, 19....

WAIVER

The six year time limit referred to in subclause 78 (7) (a) (iv) of the *Corporations Tax Act* within which the Minister may reassess or make additional assessments or assess tax, interest or penalties under the Act is hereby waived for the taxation year indicated above.

Signature.....

Position or Office.....

Signature.....

Date..... Position or Office.....

INSTRUCTIONS

For use by corporations to waive the time limit within which the Minister may assess, reassess or make additional assessments under the *Corporations Tax Act*.

To be prepared in TRIPLICATE, One copy to be retained by the corporation and Two copies to be sent by REGISTERED MAIL addressed to the Minister of Revenue, Ministry of Revenue, Corporations Tax Branch, Queen's Park, Toronto, Ontario.

This waiver must be signed by two authorized signing officers on behalf of the corporation with corporate seal affixed.

O. Reg. 350/73, Form 3; O. Reg. 147/78, s. 16.

REGULATION 192

under the Costs of Distress Act

COSTS

1. The fees and costs referred to in sections 1 and 2 of the Act are prescribed as follows:

- |   |         |
|---|---------|
| 1. Levying distress where the claim is \$100 or under.....  | \$ 3.00 |
| Where the claim exceeds \$100, add 50 cents for each succeeding \$100 or part thereof up to a maximum of \$6. |         |
| 2. Possession charges per day per man, where close possession is actually necessary.....                      | 10.00   |
| 3. For taking bond in lieu of possession  | 3.00    |
| 4. Receiving, filing and preparing warrant.....   | 3.00    |
| 5. Every mile or part of a mile necessarily travelled one way to enforce warrant!.....                        | .20     |

- |  |         |
|--|---------|
| 6. Where the amount due is satisfied in whole or in part after seizure and before sale, 5 per cent of the amount paid or \$10, whichever is the greater.               |         |
| 7. For appraisal, 5 cents for each \$1 of the value of the goods or the actual reasonable expenses paid for the appraisal by two appraisers, whichever is the greater. |         |
| 8. The cost of advertising actually paid and reasonably incurred.  |         |
| 9. Every necessary notice of sale....  | \$ 1.00 |
| 10. The actual expenses reasonably incurred in tracing, recovering, removing and handling the goods distrained.  |         |
| 11. Commission on sale of 10 per cent of the proceeds of the sale.   |         |

R.R.O. 1970, Reg. 140, s. 1.



## REGULATION 193

under the County Judges Act

### COUNTY AND DISTRICT COURT DISTRICTS

1. For the purposes of the Act, the Province of Ontario is divided into the districts set out in the Schedule. O. Reg. 96/71, s. 1.

#### Schedule

COURT DISTRICT	AREA
COUNTY COURT DISTRICTS	
District 1:	The counties of Bruce, Elgin, Essex, Huron, Kent, Lambton, Middlesex, Oxford and Perth.
District 2:	1. The County of Brant. 2. The judicial districts of Haldimand, Hamilton-Wentworth, Niagara North, Niagara South and Norfolk.
District 3:	1. The counties of Dufferin, Grey, Simcoe and Wellington. 2. The judicial districts of Halton, Peel, Waterloo and York Region.
District 4:	The Judicial District of York.
District 5:	1. The counties of Frontenac, Hastings, Lennox and Addington, Northumberland, Peterborough, Prince Edward and Victoria. 2. The Judicial District of Durham. 3. The Provisional County of Haliburton.
District 6:	1. The counties of Lanark and Renfrew. 2. The united counties of, i. Leeds and Grenville; ii. Prescott and Russell; and iii. Stormont, Dundas and Glengarry. 3. The Judicial District of Ottawa-Carleton.
District 7:	The provisional judicial districts of Kenora, Rainy River and Thunder Bay.
District 8:	1. The provisional judicial districts of Algoma, Cochrane, Manitoulin, Nipissing, Parry Sound, Sudbury and Timiskaming. 2. The District Municipality of Muskoka.

O. Reg. 96/71, Sched., revised.



## REGULATION 194

under the Credit Unions and Caisses Populaires Act

### CREDIT UNION LEAGUES

1. The following provisions of the Act do not apply to leagues:

1. Section 40.
2. Section 41.
3. Clauses 80 (*g*) and (*h*).
4. Subsection 82 (1).
5. Section 90.

O. Reg. 170/80, s. 1.



## REGULATION 195

under the Credit Unions and Caisses Populaires Act

### GENERAL

1. An application for incorporation by articles of incorporation shall be in Form 1. O. Reg. 539/77, s. 1.

2. A certificate of incorporation shall be in Form 2. O. Reg. 539/77, s. 2.

3. A certificate of amalgamation shall be in Form 3. O. Reg. 539/77, s. 3.

4. Articles of amendment shall be in Form 4. O. Reg. 539/77, s. 4.

5. A certificate of amendment shall be in Form 5. O. Reg. 539/77, s. 5.

6. Restated articles of incorporation shall be in Form 6. O. Reg. 539/77, s. 6.

7. A restated certificate of incorporation shall be in Form 7. O. Reg. 539/77, s. 7.

8. The fees set out in the Schedule shall be paid to the Treasurer of Ontario. O. Reg. 539/77, s. 8.

9. The first meeting shall be convened by a majority of the incorporators by written notice mailed to each of the incorporators at least seven days before the date of the meeting, stating the place, date, time and purpose of the meeting. O. Reg. 539/77, s. 9.

10. At the first meeting,

- (a) a majority of the incorporators of the credit union constitutes a quorum; and
- (b) by-laws shall be enacted and the organization of the credit union completed. O. Reg. 539/77, s. 10.

### FINANCIAL STATEMENTS

11.—(1) The financial statements referred to in clause 71 (2) (a) of the Act shall consist of,

- (a) a balance sheet as at the end of the period;
- (b) a statement of operations for the period;
- (c) a statement of undivided earnings for the period; and
- (d) a statement of each reserve for the period.

(2) The statements listed in subsection (1) need not necessarily be so designated. O. Reg. 539/77, s. 11.

12. A balance sheet to be placed before the annual meeting shall be drawn up to present fairly the financial position of the credit union at the date to which it is made up and to distinguish severally, either on the face of the balance sheet or by note thereto, at least,

- (a) cash, including cash on hand, deposits maturing or callable within ninety days, and payroll deductions receivable which have been made and which are in the course of being remitted;
- (b) accrued interest receivable and other current receivables;
- (c) securities, showing severally at least,
  - (i) bonds, debentures and other obligations of, or guaranteed by the Government of Canada or by the government of any province of Canada,
  - (ii) bonds, debentures and like securities other than securities referred to in subclause (i) not in default,
  - (iii) shares of corporations, other than a league,
  - (iv) shares of a league,

stating, in each category, the basis of valuation and the aggregate market value;

- (d) loans receivable from members secured by a first mortgage on real property;
- (e) loans receivable from corporations and partnerships;
- (f) loans receivable from members other than loans referred to in clauses (d) and (e);
- (g) allowance for doubtful loans;
- (h) lands, buildings, equipment and leasehold improvements stating for each the basis of valuation, whether cost or otherwise, and, if valued on the basis of an appraisal, the date of the appraisal, the name of the appraiser, the basis of the appraisal value and, if such appraisal took place within

five years preceding the date to which the balance sheet is made up, the disposition in the accounts of the credit union of any amounts added to or deducted from such assets on appraisal;

- (i) accumulated allowances for depreciation of buildings and equipment and accumulated amortization;
  - (j) assessments on deposit with Ontario Share and Deposit Insurance Corporation, except assessments referred to in subsection 111 (4) of the Act stating the basis of valuation;
  - (k) liability to members for deposit amounts withdrawable by negotiable order;
  - (l) liability to members for deposits other than deposits referred to in clause (k);
  - (m) accrued interest payable on members' deposits;
  - (n) dividends and rebates of interest declared but unpaid;
  - (o) loans and overdrafts from leagues;
  - (p) loans and overdrafts from banks;
  - (q) income taxes payable;
  - (r) unpaid assessments by Ontario Share and Deposit Insurance Corporation made under subsection 111 (4) of the Act;
  - (s) accounts payable and accrued liabilities, other than those referred to in clauses (k) to (r);
  - (t) long-term debt obligations issued by the credit union, showing separately those secured by the credit union's real property and other long-term debt obligations and stating for each the interest rate, the repayment requirements and the maturity date;
  - (u) deferred income taxes;
  - (v) members' share capital;
  - (w) undivided earnings;
  - (x) any reserve, with disclosure of its purpose.
- O. Reg. 539/77, s. 12.

**13.** A statement of operations to be placed before the annual meeting shall be drawn up to present fairly the results of the operations of the credit union for the period covered by the statement and to distinguish severally, either on the face of the statement or by note thereto, at least,

- (a) interest income from first mortgage loans;
- (b) interest income from loans other than loans referred to in clause (a);
- (c) income from deposits with Ontario Share and Deposit Insurance Corporation;
- (d) income from investments other than those referred to in clauses (a), (b) and (c);
- (e) interest expense on members' deposits;
- (f) interest expense on loans and overdrafts from leagues and banks;
- (g) interest expense on debt obligations issued for original terms of five years or less;
- (h) interest expense on debt obligations other than obligations referred to in clauses (f) and (g) including those secured by real property;
- (i) provision for doubtful loans;
- (j) salaries and staff benefits;
- (k) remuneration to directors and other elected committee members;
- (l) provision for depreciation of fixed assets and amortization of leasehold improvements;
- (m) office rental costs;
- (n) net premiums for life insurance relating to members' share capital, deposits and loans;
- (o) gains or losses on sale of investment securities;
- (p) operating expenses other than expenses referred to in clauses (e) to (o);
- (q) net income or loss for the period before income taxes and extraordinary items;
- (r) taxes on income imposed by any taxing authority;
- (s) extraordinary items net of applicable income taxes, the amount of which shall be disclosed; and
- (t) net income or loss for the period. O. Reg. 539/77, s. 13.

**14.** A statement of undivided earnings to be placed before the annual meeting shall be drawn up to distinguish, either on the face of the statement or by note thereto, at least,

- (a) the balance of the undivided earnings at the end of the preceding financial period;
- (b) the additions to and deductions from the undivided earnings during the financial period including,
  - (i) the distribution of dividends, interest bonuses and interest rebates to members in respect of preceding financial periods,
  - (ii) the net income or loss for the current financial period,
  - (iii) the amount transferred to or from each reserve,
  - (iv) the distribution of dividends, interest bonuses and interest rebates, to members in respect of the current financial period; and
- (c) the balance of the undivided earnings at the end of the current financial period. O. Reg. 539/77, s. 14.

**15.** A statement of each reserve to be placed before the annual meeting shall be drawn up to distinguish, either on the face of the statement or by note thereto, at least,

- (a) the balance of the reserve at the end of the preceding financial period;
- (b) the transfers from or to undivided earnings during the financial period; and
- (c) the balance of the reserve at the end of the current financial period. O. Reg. 539/77, s. 15.

**16.—(1)** The individual items listed in sections 12 to 15 need not necessarily be so designated in the financial statements.

**(2)** The term "reserve" shall be used in a financial statement to describe only,

- (a) amounts appropriated from undivided earnings at the discretion of management for some purpose other than to meet a liability or contingency known or admitted or a commitment made as at the statement date or a decline in value of an asset that has already occurred;
- (b) amounts appropriated from undivided earnings pursuant to subsection 94 (2) of the Act or pursuant to the by-laws of the credit union for some purpose other than to meet a liability or contingency known or admitted or a commitment made as at the statement date or

a decline in value of an asset that has already occurred; and

- (c) amounts appropriated from undivided earnings in accordance with the terms of a contract and that can be restored to undivided earnings when the conditions of the contract are fulfilled. O. Reg. 539/77, s. 16.

**17.** The notes to the financial statements shall indicate particulars of any change in accounting principle or practice or method of applying any accounting principle or practice made during the period covered by the statement that affects the comparability of the statements with the preceding period and the effect of any such change upon the net income for the period. O. Reg. 539/77, s. 17.

**18.** The following matters shall be referred to in the financial statements or by way of note thereto,

- (a) a schedule showing the transactions in the allowance for doubtful loans account for the period, setting out the balance of the allowance at the end of the preceding period, the additions to and deductions from the allowance during the period, and the balance of the allowance at the end of the current period;
- (b) a statement as to policy with regard to interest rates and repayment terms on first mortgage loans on real estate to members;
- (c) the amounts of the commitment to make advances on personal and first mortgage loans on real estate;
- (d) contractual obligations that will require abnormal expenditures in relations to the credit union's normal business requirements or financial position;
- (e) contractual obligations in respect of long-term leases;
- (f) contingent liabilities stating their nature and, where practicable, the approximate amounts involved;
- (g) any restriction on the payment of dividends;
- (h) any event or transaction, to the extent it is not reflected in the financial statements, other than one in the normal course of business operations, that occurs between the date to which the financial statements are made up and the date of the auditors' report or if there is no auditor, the date of the supervisory committee's report; and
- (i) the amount of any obligation for pension benefits arising from service before the

date of the financial year end, whether or not such obligation has been provided for in the accounts of the credit union, the manner in which the credit union proposes to satisfy such obligation and the basis on which it has charged or proposes to charge the related costs against operations. O. Reg. 539/77, s. 18.

19. Notwithstanding sections 12 to 18, it is not necessary to state in the financial statements any matter that in all the circumstances is of relative insignificance. O. Reg. 539/77, s. 19.

MISCELLANEOUS

20. The amount of the fee fixed by the by-laws of a credit union for a copy of the by-laws of the credit union under section 19 of the Act, shall not exceed \$5. O. Reg. 539/77, s. 20.

21. The amount that a credit union may pay,
- (a) under clause 37 (1) (a) of the Act is \$5,000; and
  - (b) under clause 37 (1) (b) of the Act is \$5,000. O. Reg. 539/77, s. 21; O. Reg. 353/80, s. 1.

22. Loans to corporations or partnerships who are members of a credit union shall be fully secured by a charge, mortgage, hypothec or pledge on real or personal property. O. Reg. 539/77, s. 23.

23. A certificate of deposit insurance issued to a credit union under the provisions of subsection 109 (3) of the Act shall be in Form 8. O. Reg. 925/77, s. 1.

24. The longer period of time that is prescribed for the purposes of clause 83 (b) of the Act is thirty years. O. Reg. 353/80, s. 2.

Schedule

1. Delivery of articles of incorporation, for filing and issue of a certificate . . . . .	\$ 50.00
2. Delivery of an amalgamation agreement for filing and issue of a certificate . . . . .	125.00
3. Delivery of restated articles of incorporation, for filing and issue of a certificate . . . . .	125.00
4. Delivery of articles of amendment, for filing and issue of a certificate,	
(a) changing the name of a credit union or caisse populaire . . . . .	50.00
(b) for any purpose other than that set out in clause (a) . . . . .	125.00
5. Application for an order under subsection 120 (17) of the Act . . . . .	50.00
6. Copies of documents on file under the Act in the Ministry,	
(a) for copies of papers, articles, by-laws and orders: 50 cents a page with minimum fee of \$2.00 in respect of each credit union or caisse populaire; and	
(b) for certification of copies of papers, articles, by-laws and orders: \$10.00 in respect of each credit union or caisse populaire. O. Reg. 539/77, Sched.	

Form 1

Credit Unions and Caisses Populaires Act

ARTICLES OF INCORPORATION

1. The name of the credit union or caisse populaire is
- .....
2. The head office is at the,.....
- (status of municipality)
- of.....in the.....
- (name of municipality) (county or district)
- of.....
- (name of county or district)

3. The address of the head office is

.....  
(street and no. or R.R. no. and if multi-office building give room no.)

.....  
(name of municipality or post office)

4. The number of directors is, .....

5. The first directors are:

Name in full, including all given names

Residence address, giving street and number  
or R.R. no. and municipality or post office

6. The objects for which, .....  
(name of credit union or caisse populaire)

is incorporated are the promotion of co-operative enterprise, the facilitating of the accumulation of savings and the creation of a source of credit for its members at conscionable rates of interest and the provision of full financial services for its members.

(Specify here any powers set out in subsection 11 (2) of the Act which are to be withheld or limited and give details of any limitations.)

7. The names and residence addresses of the incorporators are:

Full names, including all given names

Full residence address giving street and no.  
or R.R. no., municipality or post office

These articles are executed in duplicate for delivery to the Minister.

SIGNATURES OF INCORPORATORS

AFFIDAVIT OF VERIFICATION

PROVINCE OF ONTARIO

IN THE MATTER OF THE *CREDIT UNIONS AND  
CAISSES POPULAIRES ACT* AND THE  
ARTICLES OF INCORPORATION OF

..... OF .....

To WIT: .....  
(name of credit union or caisse populaire)

I ..... of the .....  
(full name of deponent) (status of municipality)

of ..... in the .....  
(name of municipality) (county or district)

of .....in the province of.....  
(name of county or district) (name of province)

make oath and say that:

1. I am.....  
of.....  
and have personal knowledge of the matters herein deposed to.
2. Each of the incorporators signing the accompanying articles of incorporation in duplicate and each of the first directors named therein is of eighteen or more years of age.
3. The signatures of the incorporators affixed to the articles are their true signatures.

SWORN BEFORE ME at the

.....of.....in the  
.....of.....this  
.....day of....., 19....

}

.....  
(signature of deponent)

(signature of Commissioner, Notary Public, etc.)

O. Reg. 539/77, Form 1.

Form 2

*Credit Unions and Caisses Populaires Act*

CERTIFICATE OF INCORPORATION

WHEREAS an application for incorporation under the provisions of the *Credit Unions and Caisses Populaires Act* has been made to the Minister of Consumer and Commercial Relations by Articles of Incorporation in the prescribed form signed by the persons hereinafter named:

AND WHEREAS those persons have complied with the conditions precedent to the issuing of the desired certificate of incorporation;

Now therefore, under the authority of the Act, I issue this certificate of incorporation constituting the following persons.....

a corporation under the name of.....

GIVEN under my hand at the City of Toronto, this.....day of....., 19....

*Minister of Consumer and Commercial Relations*

O. Reg. 539/77, Form 2.

Form 3

Credit Unions and Caisses Populaires Act

CERTIFICATE OF AMALGAMATION

WHEREAS an application for a certificate of amalgamation under the provisions of the *Credit Unions and Caisses Populaires Act* has been made to the Minister of Consumer and Commercial Relations by the parties to an amalgamation agreement date the.....day of....., 19...., between..... (name of credit union or caisse populaire) and..... (name of credit union or caisse populaire);

AND WHEREAS the parties to the amalgamation agreement have complied with the conditions precedent to the issuing of the desired certificate of amalgamation;

AND WHEREAS the amalgamation agreement provides that the parties will amalgamate and continue under the name of..... (name of amalgamated credit union or caisse populaire)

and that the first directors of the amalgamated credit union or caisse populaire will be:

Name in full, including all given names	Residence address, giving street and no. or R.R. no. and municipality or post office
.....	.....
.....	.....
.....	.....
.....	.....

Now therefore, under the authority of the Act, I issue this certificate of amalgamation.

GIVEN under my hand at the City of Toronto, this.....day of....., 19....

Minister of Consumer and Commercial Relations

O. Reg. 539/77, Form 3.

Form 4

Credit Unions and Caisses Populaires Act

ARTICLES OF AMENDMENT

OF

..... (name of credit union or caisse populaire)

incorporated on..... (date of incorporation)

1. Attached hereto is a certified copy of the special resolution amending the articles of the incorporation of..... (name of credit union or caisse populaire)

2. The special resolution was duly confirmed by at least two-thirds of the votes cast at a general meeting of the members of the credit union duly called for the purpose and held on the ..... day of ....., 19....
3. All further authorizations required by the by-laws have been given.
4. These articles are executed in duplicate for delivery to the Minister.

CERTIFIED .....  
(name of credit union or caisse populaire)

By: .....  
(signature) (description of office)  
.....  
(signature) (description of office)

(corporate seal)

AFFIDAVIT OF VERIFICATION

PROVINCE OF ONTARIO IN THE MATTER OF THE *CREDIT UNIONS AND*  
..... OF ..... *CAISSES POPULAIRES ACT AND THE*  
ARTICLES OF AMENDMENT OF

To WIT: .....  
(name of credit union or caisse populaire)

I, ..... of the .....  
(full name of deponent) (status of municipality)  
of ..... in the .....  
(name of municipality) (county or district)  
of ..... in the province of .....  
(name of province)

make oath and say that:

1. I am, .....  
(description of office)  
of .....  
(name of credit union or caisse populaire)

and as such have personal knowledge of the matters herein deposed to.

2. The statements contained in the accompanying articles of amendment are true.

3. ....  
(name of credit union or caisse populaire)

has complied with the requirements of the *Credit Unions and Caisses Populaires Act* and the conditions contained in its articles and by-laws.

SWORN BEFORE ME at the

..... of ..... in the }  
..... of ..... this }  
..... day of ....., 19.... }  
(signature of deponent)

(signature of Commissioner, Notary Public, etc.)

## Form 5

*Credit Unions and Caisses Populaires Act*

## CERTIFICATE OF AMENDMENT

WHEREAS an application for articles of amendment under the provisions of the *Credit Unions and Caisses Populaires Act* has been made to the Minister of Consumer and Commercial Relations in the prescribed form by ..... ;  
(name of credit union or caisse populaire)

AND WHEREAS all conditions precedent to the issuing of the desired articles of amendment have been complied with;

Now therefore, under the authority of the Act, I issue this certificate of amendment.

GIVEN under my hand at the City of Toronto, this.....day of....., 19....

*Minister of Consumer and Commercial Relations*

O. Reg. 539/77, Form 5.

## Form 6

*Credit Unions and Caisses Populaires Act*

## RESTATED ARTICLES OF INCORPORATION

## OF

.....  
(name of credit union or caisse populaire)

incorporated on .....  
(date of incorporation)

1. These restated articles correctly set out without change the corresponding provisions of the original articles of incorporation as heretofore amended.

2. The head office is at the .....  
(status of municipality)

of ..... in the .....  
(name of municipality) (county or district)

of .....  
(name of county or district)

3. The address of the head office is .....  
(street and no. or R.R. no. and if multi-office building give

room no.)

.....  
(name of municipality or post office)

4 The number of directors is .....

5. The objects for which .....  
(name of credit union or caisse populaire)

is incorporated are the promotion of co-operative enterprise, the facilitating of the accumulation of savings and the creation of a source of credit for its members at conscionable rates of interest and the provision of full financial services for its members.

(Specify here any powers set out in subsection 11 (2) of the Act which are to be withheld or limited and give details of any such limitations.)

These articles are executed in duplicate for delivery to the Minister.

.....  
(name of credit union or caisse populaire)

CERTIFIED

By: .....  
(signature) (description of office)

.....  
(signature) (description of office)

(corporate seal)

AFFIDAVIT OF VERIFICATION

PROVINCE OF ONTARIO

..... OF .....

IN THE MATTER OF THE *CREDIT UNIONS AND CAISSES POPULAIRES ACT* AND THE  
RESTATED ARTICLES OF INCORPORATION OF

To Wit: .....  
(name of credit union or caisse populaire)

I, ..... of the .....  
(full name of deponent) (status of municipality)

of ..... in the .....  
(name of municipality) (county or district)

of ..... in the province of .....  
(name of county or district) (name of province)

make oath and say that:

1. I am .....  
(description of office)
- of .....  
(name of credit union or caisse populaire)
- and as such have personal knowledge of the matters herein deposed to.
2. The statements contained in the accompanying restated articles of incorporation are true.
3. ....  
(name of credit union or caisse populaire)

has complied with the requirements of the *Credit Unions and Caisses Populaires Act* and the conditions in its articles and by-laws.

SWORN BEFORE ME at the

..... of ..... in the

..... of ..... this

..... day of ....., 19....

(signature of Commissioner, Notary Public, etc.)

}

.....  
(signature of deponent)

Form 7

*Credit Unions and Caisses Populaires Act*

RESTATED CERTIFICATE OF INCORPORATION

WHEREAS an application for a restatement of articles of incorporation under the provisions of the *Credit Unions and Caisses Populaires Act*, has been made to the Minister of Consumer and Commercial

Relations in the prescribed form by .....;  
(name of credit union or caisse populaire)

AND WHEREAS all conditions precedent to the issuing of the desired restated certificate of incorporation have been complied with;

Now therefore, under the authority of the Act, I issue this restated certificate of incorporation.

GIVEN under my hand at the City of Toronto, the.....day of....., 19....

*Minister of Consumer and Commercial Relations*

O. Reg. 539/77, Form 7.

Form 8

*Credit Unions and Caisses Populaires Act*

ONTARIO SHARE AND DEPOSIT INSURANCE CORPORATION

CERTIFICATE OF DEPOSIT INSURANCE

No.

The Ontario Share and Deposit Insurance Corporation hereby certifies that the deposits of

.....  
(name of credit union)

.....  
(address of head office)

.....

are insured under the *Credit Unions and Caisses Populaires Act* to the extent required and provided for in that Act.

Dated this ..... day of ....., 19...

.....  
Chairman of the Board

.....  
General Manager

## LA SOCIÉTÉ ONTARIENNE D'ASSURANCE DES ACTIONS ET DÉPÔTS

## CERTIFICAT D'ASSURANCE-DÉPÔTS

No.

La Société Ontarienne D'Assurance des Actions et Dépôts atteste par les présentes que les dépôts de

.....  
(nom de caisse populaire).....  
(adresse du siège social).....  
sont assurés en vertu de la loi the *Credit Unions and Caisses Populaires Act* dans la mesure prescrite et prévue par cette loi.

Fait ce ..... jour de ....., 19...

.....  
Président du Conseil.....  
Directeur General

O. Reg. 925/77, s. 2.

## REGULATION 196

under the Credit Unions and Caisses Populaires Act

### MEMBERSHIP IN CREDIT UNIONS

1. In this Regulation, "community credit union" means a credit union whose membership is open to all persons residing or working within a defined geographical area. O. Reg. 68/79, s. 1.

#### 2. Subject to the by-laws of the credit union,

(a) a municipal corporation may become a member of,

(i) a community credit union provided that the credit union has a place of business within the municipality, or

(ii) a credit union provided that the credit union's definition of membership includes employees of that municipal corporation;

(b) a corporation may become a member of,

(i) a community credit union provided that the corporation has a place of business within the geographical confines of the credit union,

(ii) a credit union provided that the credit union's definition of membership includes employees of that corporation, or

(iii) a credit union provided that in case of,

(A) a corporation with share capital, a majority of the voting shares are held by members of the credit union, or

(B) a corporation without share capital, a majority of the

members are members of the credit union;

(c) a corporation having charitable, benevolent or cultural objects may become a member of a credit union provided that the credit union's definition of membership includes that corporation;

(d) an unincorporated association or a partnership registered under the *Partnerships' Registration Act* may become a member of,

(i) a community credit union provided that the unincorporated association or partnership is located within the geographical confines of the credit union, or

(ii) a credit union provided that the majority of the members of the unincorporated association or the majority of the partners of the partnership are members of the credit union; and

(e) a corporation or unincorporated association that is a trade union as defined in the *Labour Relations Act* may become a member of a credit union provided that the credit union's definition of membership is the same as the trade union or requires membership in the trade union. O. Reg. 68/79, s. 2.

3. Where a corporation or an unincorporated association or a partnership registered under the *Partnerships' Registration Act* is a member of a credit union, a loan to such member may be made only on such terms and conditions as are provided for in the by-laws of the credit union. O. Reg. 68/79, s. 3.



## REGULATION 197

under the Crop Insurance Act (Ontario)

### ARBITRATION PROCEEDINGS

1. There is hereby continued a board of arbitration, consisting of one or more members to be appointed by the Lieutenant Governor in Council, known as "The Crop Insurance Arbitration Board" and hereinafter referred to as the "Board". R.R.O. 1970, Reg. 143, s. 1.

2. The Lieutenant Governor in Council may designate one of the members of the Board as chairman. R.R.O. 1970, Reg. 143, s. 2.

3. The Board shall have exclusive jurisdiction to hear and determine all disputes between the Commission and an insured person, arising out of the adjustment of a loss under a contract of insurance. R.R.O. 1970, Reg. 143, s. 3.

4. Where the Commission and an insured person have failed to resolve any dispute arising out of the adjustment of a loss under a contract of insurance, and the requirements of Regulation 231 of Revised Regulations of Ontario, 1980 respecting the filing of proof of loss forms have been complied with, the Commission or the insured person may serve, by prepaid first class mail, notice of arbitration upon the other of them, and upon the Board, stating that it or he, as the case may be, requires the matter in dispute to be determined by arbitration. R.R.O. 1970, Reg. 143, s. 4.

5. In any case in which a notice of arbitration has been served, the Board shall fix a day on which, and a time and place at which, it will consider the matter in dispute and hear the parties, and shall notify the parties accordingly. R.R.O. 1970, Reg. 143, s. 5.

6. On the day, and at the time and place so fixed, or on any subsequent day and at any time and place of which the parties have had due notice, the Board shall hear the evidence given on behalf of the parties respecting the matter in dispute referred to it, and shall make an award thereon. R.R.O. 1970, Reg. 143, s. 6.

7. The decision of a majority of its members shall be the decision of the Board, and if there is no majority, the decision of the chairman shall govern. R.R.O. 1970, Reg. 143, s. 7.

8. The Board may sit at any place in Ontario. R.R.O. 1970, Reg. 143, s. 8.

9. All orders, notices and other documents of the Board shall be signed by the chairman or in the event of his absence or inability to act, or if there is no chairman at the time, by any other member of the Board and when so signed shall have like effect as if signed by the chairman. R.R.O. 1970, Reg. 143, s. 9.

10. In the event of the absence or inability to act of any member, or in the case of a vacancy in the Board, the remaining member or members may exercise the powers of the Board. R.R.O. 1970, Reg. 143, s. 10.



## REGULATION 198

under the Crop Insurance Act (Ontario)

### CROP INSURANCE PLAN FOR APPLES

1. The plan in the Schedule is established for the insurance within Ontario of Apples. R.R.O. 1970, Reg. 144, s. 1.

#### Schedule

*Crop Insurance Act (Ontario)*

#### PLAN

1. This plan may be cited as "The Ontario Crop Insurance Plan for Apples".

2. The purpose of this plan is to provide for insurance against a loss in the production of apples resulting from one or more of the perils designated in section 4.

#### INTERPRETATION

3. In this plan,

(a) "apples" means all varieties of apples produced in Ontario but does not include crabapples;

(b) "average yield" means the average total orchard production of the insured person over the preceding six years allowing for,

(i) age of trees,

(ii) biennial bearing,

(iii) tree removal, and

(iv) change in acreage;

(c) "comprehensive insurance" means insurance against a loss in production of apples in which a reduction in grade or quality caused by an insured peril may be deemed to decrease the actual yield harvested;

(d) "limited insurance" means insurance against a loss in production of apples caused by an insured peril in which a reduction in grade or quality is not taken into account in evaluating the loss.

4. The following are designated as perils for the purpose of this plan:

1. Drought.

2. Excessive moisture.

3. Freeze injury.

4. Frost.

5. Hail.

6. Unavoidable pollination failure.

7. Hurricane or tornado damage.

#### CROP YEAR

5. The crop year for apples is the period from the 1st day of December in any year to the 30th day of November next following.

#### CONTRACT OF INSURANCE

6. For the purposes of this plan, the entire contract of insurance for apples shall be deemed to be comprised of,

(a) the contract of insurance in Form 1;

(b) the application for insurance in Form 2;

(c) the production guarantee report in Form 3; and

(d) an amendment to any document referred to in clause (a), (b) or (c) agreed upon in writing.

7. An application for insurance shall,

(a) be in Form 2;

(b) be accompanied by a premium deposit of at least,

(i) \$50, or

(ii) where the applicant has another fruit crop insured under the Act in respect of the same crop year, \$10; and

(c) be filed with the Commission not later than the 20th day of December in the crop year in respect of which it is made.

#### DURATION OF CONTRACT

8.—(1) A contract of insurance shall be in force for the crop year in respect of which it is made, and shall continue in force for each crop year thereafter until it is cancelled by the insured person or the Commission in the manner prescribed by subsection (2) or is terminated in accordance with the regulations.

(2) A contract of insurance may be cancelled by the insured person or the Commission by notice in writing to the other party on or before the 20th day of December in the crop year during which the cancellation is to be effective or on or before such other date as may be determined from time to time by the Commission.

#### COVERAGE

9.—(1) Subject to subsections (2) and (3), the coverage provided under a contract of insurance is 73 per cent of the average yield as determined by the Commission multiplied by the established price.

(2) The coverage provided under subsection (1) shall be increased following each consecutive no claim year as follows:

1. Following the first no claim year, to 76 per cent.
2. Following the second no claim year, to 78 per cent.
3. Following the third no claim year, to a maximum of 80 per cent.

(3) The coverage provided under subsections (1) and (2) shall be decreased for claim years from the insured level in reverse progression to that prescribed by subsection (2), except that where a claim occurs in a year when the coverage is 73 per cent, the coverage shall be reduced to a minimum of 70 per cent.

(4) Notwithstanding subsection (1), where, under a comprehensive insurance contract, the insured crop is damaged by hail or frost and the actual harvested yield exceeds the average yield, the coverage provided shall be the percentage determined under subsection (1) of the sum of the average yield and 50 per cent of the excess yield harvested, but in no case shall the maximum indemnity exceed that for which the Commission is otherwise liable.

(5) Subsection (4) does not apply where the insured crop is insured under a limited insurance contract.

10.—(1) The established price,

(a) for apples insured under a limited insurance contract is,

(i) 3¢, or

(ii) 4¢,

per pound; and

(b) for apples insured under a comprehensive insurance contract is,

(i) 5¢,

(ii) 7¢, or

(iii) 9¢,

per pound.

(2) Subject to subsection (3), the type of insurance contract and the established price per pound selected by an applicant at the time a contract of insurance is made applies in each succeeding crop year during which the contract is in force.

(3) Where,

(a) the insured person applies therefor in writing in the production guarantee report for the crop year; and

(b) the Commission consents in writing,

any type of insurance contract and any established price designated in subsection (1) may be substituted for the type of insurance and established price selected by the insured person at the time a contract of insurance is made or for any substitution made under this subsection.

11. The maximum indemnity for which the Commission is liable under a contract of insurance shall be the amount obtained by multiplying the total guaranteed production determined under section 9 by the established price per pound determined under section 10.

#### PREMIUMS

12.—(1) The total premium payable in the crop year shall be,

(a) where the level of coverage is 70 per cent, 18 per cent;

(b) where the level of coverage is 73 per cent, 16 per cent;

(c) where the level of coverage is 76 per cent, 14 per cent;

(d) where the level of coverage is 78 per cent, 12 per cent; and

(e) where the level of coverage is 80 per cent, 10 per cent,

of the guaranteed production in pounds multiplied by the established price.

(2) Notwithstanding subsection (1), the minimum premium payable by an insured person in each crop year is \$50.

(3) The premium prescribed by subsections (1) and (2) includes such payments in respect of premiums as may be made by the Government of Canada under the *Crop Insurance Act* (Canada).

(4) Where the insured crop is insured under a limited insurance contract the total premium payable in the crop year is 50 per cent of the premium prescribed by subsection (1).

13.—(1) Where a contract of insurance is in force, a premium shall be paid in respect of each crop year.

(2) Where a premium is payable in respect of a crop year, the insured person shall pay the premium, less the premium deposit, to the Commission at the time the production guarantee report prescribed by section 14 is returned to the Commission.

(3) Where a renewal premium is payable in respect of a crop year, the insured person shall, not later than the 20th day of December in the crop year, pay the premium deposit as set out in clause 7 (b).

PRODUCTION GUARANTEE REPORT

14. The Commission shall prepare and deliver a production guarantee report in Form 3 to each insured person in each crop year and the insured person shall sign a copy thereof and return it to the Commission. R.R.O. 1970, Reg. 144, Sched.; O. Reg. 210/71, ss. 1-3; O. Reg. 229/72, ss. 1-5; O. Reg. 358/74, ss. 2-5; O. Reg. 324/75, ss. 1, 2; O. Reg. 183/76, ss. 1-4; O. Reg. 101/77, ss. 1, 2; O. Reg. 831/77, s. 1; O. Reg. 895/78, ss. 1-5; O. Reg. 6/80, s. 1; O. Reg. 943/80, s. 1.

Form 1

*Crop Insurance Act (Ontario)*

CONTRACT OF INSURANCE

Between:

THE CROP INSURANCE COMMISSION OF ONTARIO, hereinafter referred to as "THE COMMISSION",

OF THE FIRST PART

and

.....

of the.....of.....

in the County (or as the case may be) of

.....hereinafter referred to as "THE INSURED PERSON",

OF THE SECOND PART

WHEREAS the insured person has applied for crop insurance on apples under The Ontario Crop Insurance Plan for Apples, hereinafter referred to as "the plan".

NOW THEREFORE, subject to the *Crop Insurance Act (Ontario)*, and the regulations made thereunder where in a crop year the insured person suffers a loss in the production of apples resulting from one or more of the perils designated in the plan, the Commission, subject to the terms and conditions hereinafter set forth, agrees to indemnify the insured person in respect of such loss.

TERMS AND CONDITIONS

INSURED CROP

1. In this contract, "insured crop" means all varieties of apples produced in Ontario but does not include crabapples.

CAUSES OF LOSS NOT INSURED AGAINST

2. This contract does not insure against, and no indemnity shall be paid in respect of a loss resulting from,

- (a) the negligence, misconduct or poor farming practices of the insured person or his agents or employees;
- (b) a shortage of labour or machinery;
- (c) insect infestation or plant disease; or
- (d) a peril other than the perils designated in the plan.

EXTENT OF INSURANCE

3.—(1) The insured person shall offer for insurance all acreage planted to the insured crop on the farm or farms operated by him in Ontario, and, subject to subparagraph (2), this contract applies to all such acreage.

(2) This contract does not apply to, and no indemnity is payable in respect of, acreage planted to the insured crop,

- (a) that was not adequately prepared for cropping purposes; or
- (b) that, in the opinion of the Commission, is not insurable.

CROP YEAR

4.—(1) All insured acreage shall be harvested unless the Commission, upon application therefor in writing, consents in writing to the abandonment or destruction of the insured crop or any part thereof and, in such case, the Commission shall determine,

- (a) the potential production of the unharvested acreage; and
- (b) whether the harvesting was prevented by one or more of the perils insured against.

(2) Where an insured person fails to obtain the consent of the Commission in accordance with subparagraph (1), no indemnity shall be paid in respect of the unharvested acreage.

EVALUATION OF LOSS

5.—(1) The amount of loss that shall be taken into account in the final adjustment of loss in respect of the total insured acreage shall be calculated by multiplying the difference between the guaranteed production and the actual production by the established price per pound.

(2) For the purpose of subparagraph (1), actual production shall include,

- (a) the total orchard run of all insured acreage; and
- (b) the potential production of wholly or partially unharvested acreage where the failure to harvest resulted from a cause of loss not insured against.

(3) Where, under a comprehensive insurance contract, the insured crop or any part thereof has suffered hail, freeze, frost, hurricane or tornado damage to such an extent that the grade has been reduced, the actual production thereof for the purpose of subparagraph (1) shall be deemed to be reduced by the amount obtained by multiplying the actual production in pounds by the following factors:

1. Canada Fancy reduced to Juice Grade—

$$1 - \frac{\text{Juice Grade price per pound less } 1\text{¢}}{(3 \times \text{Juice Grade price per pound})}$$

2. Canada Fancy reduced to Peeler or C Grade—

$$\frac{1 \text{ minus Fancy to Juice Grade Factor}}{2}$$

3. Peeler or C Grade reduced to Juice Grade—

$$\frac{1 \text{ minus Fancy to Juice Grade Factor}}{2}$$

(4) Where the damage mentioned in subparagraph (3) was caused by hail or frost, the amount of the reduction attributable to hail or frost calculated under subparagraph (3) shall be deemed to be increased by 12 per cent for the purpose of calculating the reduction in actual production.

(5) Subparagraphs (3) and (4) do not apply where the insured crop is insured under a limited insurance contract.

(6) Where the actual production of the insured crop or any part thereof has been adjusted as a result of hail or frost damage and such crop or part thereof is subsequently sold as a grade superior to that upon which the adjustment was based, the actual production shall be readjusted accordingly.

NOTICE OF LOSS OR DAMAGE

6.—(1) Where,

- (a) loss or damage to the insured crop results from one or more of the perils insured against; or
- (b) the insured crop or any part thereof is or is intended to be sold on a pick-your-own basis,

the insured person shall notify the Commission in writing prior to harvest in order that a pre-harvest inspection may be made.

(2) Notwithstanding subparagraph (1), where loss or damage to the insured crop results from one or more of the perils insured against and the damage was occasioned at a readily ascertainable time, the insured person shall notify the Commission in writing within the following time limits:

- 1. For hail or hurricane or tornado damage, within three days of the time of loss.
- 2. For frost damage or freeze injury affecting the quality of the fruit, within three days of the time of loss.

(3) Where the insured person fails to notify the Commission under subparagraphs (1) and (2), a claim by the insured person is invalid and his right to indemnity is forfeited.

MISREPRESENTATION, VIOLATION OF CONDITIONS OR FRAUD

7. Where the insured person,

- (a) in his application for insurance,
  - (i) gives false particulars of the insured crop to the prejudice of the Commission, or
  - (ii) knowingly misrepresents or fails to disclose any fact required to be stated therein;
- (b) contravenes a term or condition of the contract of insurance;
- (c) commits a fraud in respect of the insured crop; or
- (d) wilfully makes a false statement in respect of a claim under the contract of insurance,

a claim by the insured person is invalid and his right to recover indemnity is forfeited.

#### WAIVER OR ALTERATION

8. No term or condition of this contract shall be deemed to be waived or altered in whole or in part by the Commission unless the waiver or alteration is clearly expressed in writing signed by the Commission or a representative authorized for that purpose by the Commission.

#### INTEREST OF OTHER PERSONS

9. Notwithstanding that a person other than the insured person holds an interest of any kind in the insured crop, for the purposes of this contract,

- (a) the interest of the insured person in the insured crop is deemed to be the full value of the crop; and
- (b) except as provided in paragraph 10, no indemnity shall be paid to any person other than the insured person.

#### ASSIGNMENT OF RIGHT TO INDEMNITY

10. The insured person may assign all or part of his right to indemnity under this contract in respect of the insured crop but an assignment is not binding on the Commission and no payment of indemnity shall be made to an assignee unless,

- (a) the assignment is made on a form provided by the Commission; and
- (b) the Commission consents thereto in writing.

#### ADJUSTMENT OF LOSS

11.—(1) The indemnity payable for loss or damage to the insured crop shall be determined in the manner prescribed by this contract.

(2) The Commission may cause the production of the insured crop to be appraised by any method that it deems proper.

(3) No indemnity shall be paid for a loss in respect of the insured crop unless the insured person establishes,

- (a) the actual production obtained from the insured crop for the crop year; and
- (b) that the loss in production or part thereof resulted directly from one or more of the perils insured against.

(4) Where a loss in production resulted partly from a peril insured against and partly from a cause of loss not insured against, the Commission shall determine the amount of the loss that resulted from the cause of loss not insured against, and the

indemnity payable by the Commission under this contract shall be reduced accordingly.

#### PROOF OF LOSS

12.—(1) A claim for indemnity in respect of the insured crop shall be made on a proof of loss form provided by the Commission and shall be filed with the Commission not later than sixty days after,

- (a) the completion of harvesting of the insured crop; or
- (b) the end of the crop year,

whichever is the earlier.

(2) Subject to subparagraph (3), a claim for indemnity shall be made by the insured person.

(3) A claim for indemnity may be made,

- (a) in the case of the absence or inability of the insured person, by his agent; or
- (b) in the case of the absence or inability of the insured person or on his failure or refusal to do so, by an assignee under an assignment made in accordance with paragraph 10.

(4) Where required by the Commission, the information given in a proof of loss form shall be verified by statutory declaration.

#### ARBITRATION

13. Where the Commission and the insured person fail to resolve any dispute respecting the adjustment of a loss under this contract, the matter shall be determined by arbitration in accordance with the regulations.

#### TIME FOR PAYMENT OF INDEMNITY

14.—(1) No indemnity under this contract becomes due and payable until,

- (a) the end of the crop year; and
- (b) the premium has been paid in full.

(2) Where the indemnity payable by the Commission under this contract is established by the filing of a proof of loss form or by an award of an arbitrator or board of arbitration, it shall be paid within sixty days of the receipt by the Commission of the proof of loss form or award, as the case may be.

(3) Nothing in this paragraph prevents the Commission from paying indemnity under the contract at an earlier date.

#### SUBROGATION

15. Where the Commission has paid a claim under this contract, the Commission is subrogated to the



5. The price per pound of apples applied for is,
- (a) apples grown under limited insurance contract    3¢ ☐    4¢ ☐; or
- (b) apples grown under comprehensive insurance contract    5¢ ☐    7¢ ☐    9¢ ☐
6. Production records for the preceding six years are available:
- Yes ☐                      No ☐
7. Sales records for the preceding four years are available:    Yes ☐                      No ☐
8. A deposit premium of \$.....(minimum \$50) accompanies this application.

Dated at....., this.....day of....., 19....

.....  
(signature of applicant(s) )

.....  
(title of official signing for a corporation)

R.R.O. 1970, Reg. 144, Form 2; O. Reg. 324/75, s. 4; O. Reg. 895/78, s. 7; O. Reg. 6/80, s. 2; O. Reg. 943/80, s. 2.

Form 3

Crop Insurance Act (Ontario)

PRODUCTION GUARANTEE REPORT FOR APPLES

1. Insured person.....  
(name)                      (address)                      (county, etc.)                      (telephone no.)
2. Crop Insurance Contract No.....
3. Crop year covered by this report: 19....
4. Total production during the past six years has been affected by,
- (a) Tree removal                      ☐ Yes                      ☐ No;
- (b) Biennial bearing                      ☐ Yes                      ☐ No;
- (c) Change in acreage                      ☐ Yes                      ☐ No;
- (d) Age of trees                      ☐ Yes                      ☐ No.
5. Declaration of Previous Yields:

Year	Acreage	Number of Bearing Trees	Actual Yield in Pounds	Percentage of Potential	Cause of Loss

- 6. Estimated production in the crop year is.....pounds.
- 7. Average yield for insurance purposes is.....pounds.
- 8. Established price.....per pound.
- 9. Determination of Guaranteed Production:

Average Yield for Insurance Purposes	Percentage Coverage	Guaranteed Production (pounds)

- 10. Determination of Premium:

Guaranteed Production	Value at Established Price	Premium Rate	Grower's Premium	Premium Deposit	Balance

- 11. Type of coverage applied for is,  

(a) limited insurance ☐ ; or

(b) comprehensive insurance ☐ .

Dated at....., this.....day of....., 19....

.....  
(signature of insured person)

.....  
(signature of authorized representative)

## REGULATION 199

### under the Crop Insurance Act (Ontario)

#### CROP INSURANCE PLAN FOR BEETS

1. The plan in the Schedule is established for the insurance within Ontario of beets. O. Reg. 317/72, s. 1.

#### Schedule

##### *Crop Insurance Act (Ontario)*

#### PLAN

1. This plan may be cited as "The Ontario Crop Insurance Plan for Beets".

2. The purpose of this plan is to provide for insurance against a loss resulting from one or more of the perils designated in section 4.

#### INTERPRETATION

3. In this plan,

(a) "beets" means red beets produced in Ontario,

(i) for processing under a contract between a grower and a processor, and

(ii) on acreage or for tonnage specified in such contract;

(b) "processor" means a processor of red beets who is subject to the provisions of the *Farm Products Marketing Act* and the regulations made thereunder and any annual agreement for marketing of red beets for processing;

(c) "ton" means 2,000 pounds.

#### DESIGNATION OF PERILS

4.—(1) The following are designated as perils of the purpose of this plan:

1. Drought.
2. Excessive moisture.
3. Excessive rainfall.
4. Flood.
5. Frost.
6. Hail.
7. Insect infestation.

8. Plant disease.

9. Any adverse weather condition.

(2) Notwithstanding subsection (1) this plan does not insure against a loss resulting from insect infestation or plant disease unless the insured person establishes that he followed a recommended control program during the crop year.

#### DESIGNATION OF CROP YEAR

5. The crop year for beets is the period from the 1st day of March in any year to the 10th day of November next following.

#### CONTRACT OF INSURANCE

6. For the purpose of this plan, the entire contract of insurance for beets shall be deemed to be comprised of,

(a) the contract of insurance in Form 1;

(b) the application for insurance in Form 2; and

(c) any amendment to a document referred to in clause (a) or (b) agreed upon in writing.

7. An application for insurance shall,

(a) be in Form 2; and

(b) be filed with the Commission not later than,

(i) the 1st day of May in the crop year, or

(ii) the date on which the seeding of the insured crop commenced,

whichever is the earlier, or such other date as may be determined by the Commission.

#### DURATION OF CONTRACT

8.—(1) A contract of insurance shall be in force for the crop year in respect of which it is made.

(2) Notwithstanding subsection (1), the contract does not insure against and no indemnity shall be paid in respect of any loss or damage which occurs prior to the establishment of the crop.

(3) For the purpose of this plan, the crop shall be deemed to be established when the plants have

emerged from the ground in numbers sufficient to produce a reasonable harvest.

COVERAGE

9. The coverage per acre provided in the crop year under a contract of insurance shall be 50 per cent of the value of production.

10. The value of production for each acre of the insured crop shall be computed by the Commission on the basis of production records and shall not include any harvesting costs.

LIABILITY

11. The maximum amount for which the Commission is liable under a contract of insurance shall be the amount obtained by multiplying the amount in dollars per acre determined under section 9 by the number of insured acres.

PREMIUMS

12.—(1) The total premium is \$15 for each acre of the insured crop.

(2) Notwithstanding any authorization by an insured person in his application for insurance, the payment of the premium in respect of the contract of insurance is the responsibility of the insured person and such premium shall be paid in any event not later than the 1st day of November in the crop year.

(3) The premium prescribed in subsections (1) and (2) includes such payments in respect of premiums as may be made by the Government of Canada under the *Crop Insurance Act* (Canada).

FINAL DATE FOR SEEDING

13. For the purpose of this plan, the final date for seeding beets in a crop year is the 15th day of June or such other date as may be determined from time to time by the Commission.

FINAL DATE FOR HARVESTING

14. For the purpose of this plan, the final date for harvesting beets in a crop year is the 4th day of November or such other date as may be determined from time to time by the Commission. O. Reg. 317/72, Schedule; O. Reg. 359/74, s. 1; O. Reg. 388/75, s. 1.

Form 1

*Crop Insurance Act (Ontario)*

CONTRACT OF INSURANCE

Between:

THE CROP INSURANCE COMMISSION OF ONTARIO,  
hereinafter referred to as "THE COMMISSION",

OF THE FIRST PART;

— and —  
.....  
of the.....of.....  
in the County (or as the case may be) of.....  
hereinafter referred to as "THE INSURED PERSON",  
OF THE SECOND PART;

WHEREAS the insured person has applied for crop insurance on beets under The Ontario Crop Insurance Plan for Beets, hereinafter referred to as "the plan";

NOW THEREFORE, subject to the *Crop Insurance Act (Ontario)* and the regulations made thereunder, where in a crop year the insured person suffers a loss resulting from one or more of the perils designated in the plan, the Commission, subject to the terms and conditions hereinafter set forth, agrees to indemnify the insured person in respect of such loss.

TERMS AND CONDITIONS

INSURED CROP

1. In this contract, "insured crop" means beets produced in Ontario,

- (a) for processing under a contract between a grower and a processor; and
- (b) on acreage or for tonnage specified in such contract.

CAUSES OF LOSS INSURED AGAINST

2. This contract insures against a loss resulting from drought, excessive moisture, excessive rainfall, flood, frost, hail, insect infestation, plant disease or any adverse weather condition.

CAUSES OF LOSS NOT INSURED AGAINST

3. This contract does not insure against, and no indemnity shall be paid in respect of a loss resulting from,

- (a) the negligence, misconduct or poor farming practices of the insured person or his agents or employees;
- (b) a shortage of labour or machinery;
- (c) insect infestation or plant disease unless recommended spray programs were followed; or
- (d) a peril other than the perils designated in the plan.

DURATION OF INSURANCE

4.—(1) Subject to subparagraph (2), this contract is in force for the crop year in respect of which it is made.

(2) Notwithstanding subparagraph (1), the contract does not insure against and no indemnity shall be paid in respect of any loss or damage which occurs prior to the establishment of the crop.

(3) For the purpose of this plan, the crop shall be deemed to be established when the plants have emerged from the ground in numbers sufficient to produce a reasonable harvest.

#### EXTENT OF INSURANCE

5.—(1) The insured person shall offer for insurance all acreage planted in the crop year to red beets on the farm or farms operated by him in Ontario, whether grown under contract or not and, subject to subparagraph (2), this contract applies to all such acreage.

(2) This contract does not apply to, and no indemnity is payable in respect of, acreage planted to the insured crop,

- (a) that was not adequately prepared for cropping purposes;
- (b) that was planted after the final date prescribed for planting in the plan;
- (c) that, in the opinion of the Commission, is not insurable;
- (d) for which a contract between the insured person and the processor is not in effect; or
- (e) on which the insured crop is a volunteer crop.

#### COVERAGE

6. The coverage provided by this contract shall be determined by the Commission in accordance with the plan.

#### INDEMNITY

7. The maximum indemnity payable in respect of the insured crop for the crop year shall be the amount obtained by multiplying the amount of dollars per acre coverage by the number of insured acres.

#### PREMIUM

8. The amount of the premium payable by the insured person for acreage planted to the insured crop for the crop year shall be determined and paid in accordance with the plan.

#### CROP YEAR

9. The crop year for beets is the period from the 1st day of March in any year to the 10th day of November next following.

#### FINAL DATE FOR SEEDING

10. The final date in the crop year for seeding the insured crop is the 15th day of June or such other date as may be determined from time to time by the Commission.

#### VARIATION IN PLANTED ACREAGE

11.—(1) Where the acreage planted by the insured person in the crop year is not the same as that stated in the application for insurance, the insured person shall, not later than the 1st day of July, notify the Commission in writing of the actual acreage planted.

(2) Where the actual planted acreage of the insured crop is less than that stated in the application for insurance, the maximum amount of indemnity shall be reduced proportionately.

(3) Where the actual planted acreage of the insured crop is more than that stated in the application for insurance, the maximum amount of indemnity and the premium payable shall not be increased but the income from the total planted acreage shall be included in establishing the income of the insured person unless the processor increases the contract accordingly.

#### HARVESTING OF PLANTED ACREAGE

12.—(1) All acreage planted to the insured crop in the crop year shall be harvested as beets for processing unless the Commission, upon application therefor in writing, consents in writing to,

- (a) the use of the planted acreage or any part thereof for another purpose; or
- (b) the abandonment or destruction of the insured crop or any part thereof.

(2) The final date for the harvesting referred to in subparagraph (1) is the 4th day of November or such other date as may be determined from time to time by the Commission.

(3) Where the harvesting of any planted acreage is not completed on the date prescribed by subparagraph (2), the insured person shall forthwith notify the Commission in writing.

(4) Where an insured person fails to notify the Commission in accordance with subparagraph (3), no indemnity shall be paid in respect of the unharvested acreage.

#### EVALUATION OF LOSS

13.—(1) The amount of loss that shall be taken into account in the final adjustment of loss is the amount by which the sum of,

- (a) an amount obtained by multiplying the amount of dollars per acre coverage by the number of insured acres; and

- (b) an allowance for the cost of harvesting calculated at \$7 for each ton of beets harvested,

exceeds the sum of,

- (c) the total gross income of the insured person from the insured crop as evidenced by the processor's statement of production;
- (d) the value as determined by the Commission of the potential production of acreage unharvested for reasons other than the insured perils; and
- (e) any loss sustained by reason of a peril other than the perils designated by the plan.

(2) Notwithstanding subparagraph (1), where one acre or more of the insured acreage is by-passed due to an insured peril, the Commission, upon application therefor in writing by the insured person, may consent in writing to the release from the contract of insurance of the by-passed acreage and adjust the loss on such acreage without regard to the income from any remaining acreage.

(3) Where the contract between the insured person and the processor is expressed in tons, upon delivery of the tonnage specified in such contract, the contract of insurance shall terminate and no indemnity shall be payable thereafter.

#### MISREPRESENTATION, VIOLATION OF CONDITIONS OR FRAUD

14. Where the insured person,

- (a) in his application for insurance,
  - (i) gives false particulars of the insured crop to the prejudice of the Commission, or
  - (ii) knowingly misrepresents or fails to disclose any fact required to be stated therein;
- (b) contravenes a term or condition of the contract of insurance;
- (c) commits a fraud in respect of the insured crop; or
- (d) willfully makes a false statement in respect of a claim under the contract of insurance,

a claim by the insured person is invalid and his right to recover indemnity is forfeited.

#### WAIVER OR ALTERATION

15. No term or condition of this contract shall be deemed to be waived or altered in whole or in part

by the Commission unless the waiver or alteration is clearly expressed in writing signed by the Commission or a representative authorized for that purpose by the Commission.

#### INTEREST OF OTHER PERSONS

16. Notwithstanding that a person other than the insured person holds an interest of any kind in the insured crop, for the purposes of this contract,

- (a) the interest of the insured person in the insured crop is deemed to be the full value of the crop;
- (b) except as provided in paragraph 17, no indemnity shall be paid to any person other than the insured person.

#### ASSIGNMENT OF RIGHT TO INDEMNITY

17. The insured person may assign all or part of his right to indemnity under this contract in respect of the insured crop but an assignment is not binding on the Commission and no payment of indemnity shall be made to an assignee unless,

- (a) the assignment is made on a form provided by the Commission; and
- (b) the Commission consents thereto in writing.

#### NOTICE OF LOSS OR DAMAGE

18.—(1) Where loss or damage to the insured crop results from one or more of the perils insured against and the insured person intends to abandon or destroy the insured crop, or to replant or use the planted acreage for another purpose, the insured person shall notify the Commission in writing of such intention and shall take no further action without the consent in writing of the Commission.

(2) Where loss or damage to the insured crop results from one or more of the perils insured against and the damage was occasioned at a readily ascertainable time, the insured person shall notify the Commission forthwith by telephone and shall confirm in writing within twenty-four hours of such time.

(3) Where loss or damage to the insured crop results from one or more of the perils insured against and it appears, or ought reasonably to appear, to the insured person at any time after planting and before the completion of harvesting of the insured crop that the production of the insured crop may thereby be reduced, the insured person shall, as soon as the loss or damage is apparent, notify the Commission in writing forthwith.

(4) Notwithstanding any notice given by the insured person under this paragraph, where on completion of harvesting of the insured crop,

(a) the total gross value of the insured crop as evidenced by the processor's statement of production is less than the total insured coverage; and

(b) the loss resulted from one or more of the perils insured against,

the insured person shall notify the Commission in writing forthwith.

#### NOTICE OF BY-PASSING

19. Where acreage is by-passed by the processor, the insured person shall notify the Commission forthwith by telephone and confirm in writing within twenty-four hours.

#### ABANDONMENT, DESTRUCTION OR ALTERNATE USE

20.—(1) Acreage planted to the insured crop shall not be put to another use and the insured crop shall not be abandoned or destroyed until the Commission has appraised the potential production of the acreage.

(2) An appraisal made under subparagraph (1) shall not be taken into account in the final adjustment of loss where the insured person harvests the appraised acreage.

#### ADJUSTMENT OF LOSS

21.—(1) The indemnity payable for loss or damage to the insured crop shall be determined in the manner prescribed by this contract.

(2) The Commission may cause the production of the insured crop to be appraised by any method that it deems proper.

(3) No indemnity shall be paid for a loss in respect of the insured crop unless the insured person establishes,

(a) the total gross income obtained from the insured crop for the crop year; and

(b) that the loss in income or part thereof resulted directly from one or more of the perils insured against.

(4) Where a loss resulted partly from a peril insured against and partly from a cause of loss not insured against, the Commission shall determine the amount of the loss that resulted from the cause of loss not insured against, and the indemnity payable by the Commission under this contract shall be reduced accordingly.

#### PROOF OF LOSS

22.—(1) A claim for indemnity in respect of the insured crop shall be made on a proof of loss form provided by the Commission and shall be filed with the Commission not later than sixty days after,

(a) the completion of harvesting of the insured crop; or

(b) the end of the crop year,

whichever is the earlier.

(2) Subject to subparagraph (3), a claim for indemnity shall be made by the insured person.

(3) A claim for indemnity may be made,

(a) in the case of the absence or inability of the insured person, by his agent; or

(b) in the case of the absence or inability of the insured person or on his failure or refusal to do so, by an assignee under an assignment made in accordance with paragraph 17.

(4) Where required by the Commission, the information given in a proof of loss shall be verified by statutory declaration.

#### ARBITRATION

23. Where the Commission and the insured person fail to resolve any dispute respecting the adjustment of a loss under this contract, the matter shall be determined by arbitration in accordance with the regulations.

#### TIME FOR PAYMENT OF INDEMNITY

24.—(1) No indemnity under this contract becomes due and payable until,

(a) the end of the crop year; and

(b) the premium has been paid in full.

(2) Where the indemnity payable by the Commission under this contract is established by the filing of a proof of loss form or by an award of an arbitrator or board of arbitration, it shall be paid within sixty days of the receipt by the Commission of the proof of loss form or award, as the case may be.

(3) Nothing in this paragraph prevents the Commission from paying indemnity under this contract at an earlier date.

#### SUBROGATION

25. Where the Commission has paid a claim under this contract, the Commission is subrogated to the extent thereof to all rights of recovery of the insured person against any person and may bring action in name of the insured person to enforce those rights.

#### RIGHT OF ENTRY

26. The Commission has a right of entry to the premises of the insured person that may be exercised by agents of the Commission at any reasonable time or times for any purpose related to the contract of insurance.



8. If the premium is not paid by the processor, the applicant hereby agrees to pay to the Commission the premium in full upon demand.
9. The applicant hereby agrees to immediately notify the Commission of any loss or damage to the insured crop.

10. A Grower's Contract for the.....year is in effect with:

Name of Processor:.....

Plant Address:.....

11. In addition to acreage under contract to the processor named herein, the applicant intends to grow.....acres of the designated crop.

Dated at....., this.....day of....., 19.....

.....  
(signature of applicant)

The processor named above hereby confirms the existence of a contract with the applicant and, where authorized, undertakes to deduct the premium pursuant to paragraph 7 above and to thereupon remit such premium forthwith to The Crop Insurance Commission of Ontario.

.....  
(signature of agent authorized by processor)

ASSIGNMENT OF INDEMNITY

Subject to any deduction in respect of premium, I hereby assign to the above-mentioned processor all moneys payable by the Commission as a result of loss, up to an amount equal to my total indebtedness to the processor which was incurred with my written approval for the growing of this crop, and authorize that all moneys payable by the Commission be paid jointly to the processor and myself.

.....  
(witness)

.....  
(signature of applicant)



## REGULATION 200

under the Crop Insurance Act (Ontario)

### CROP INSURANCE PLAN FOR BLACK TOBACCO

1. The plan in the Schedule is established for the insurance within Ontario of black tobacco. O. Reg. 497/77, s. 1.

#### Schedule

*Crop Insurance Act (Ontario)*

#### PLAN

1. This plan may be cited as "The Ontario Crop Insurance Plan for Black Tobacco".

2. The purpose of this plan is to provide for insurance against a loss in the production of black tobacco resulting from one or more of the perils designated in section 4.

#### INTERPRETATION

3. In this plan,

(a) "average farm yield" means the average of previous yields of the planted acreage computed by the Commission on the basis of acreage production records of the insured person or on such other basis as the Commission determines;

(b) "black tobacco" means black tobacco grown in Ontario under contract to a processor.

#### DESIGNATION OF PERILS

4. The following are designated as perils for the purpose of this plan:

1. Drought.
2. Excessive moisture.
3. Excessive rainfall.
4. Flood
5. Frost.
6. Hail.
7. Insect infestation.
8. Plant disease.
9. Wind.

#### DESIGNATION OF CROP YEAR

5. The crop year for black tobacco is the period from the 1st day of March in any year to the 1st day of May in the year next following.

#### CONTRACT OF INSURANCE

6. For the purposes of this plan, the entire contract of insurance for black tobacco shall be deemed to be comprised of,

(a) the contract of insurance in the form prescribed by Regulation 231 of Revised Regulations of Ontario, 1980;

(b) an endorsement for black tobacco in Form 1;

(c) the application for insurance in Form 2; and

(d) any amendment to a document referred to in clause (a), (b) or (c) agreed upon in writing.

7. An application for insurance shall,

(a) be in Form 2;

(b) be accompanied by the total premium; and

(c) be filed with the Commission not later than the 15th day of May in the crop year in respect of which it is made or not later than such other date as may be determined from time to time by the Commission.

#### DURATION OF CONTRACT

8.—(1) A contract of insurance shall be in force for the crop year in respect of which it is made unless it is terminated in accordance with the regulations.

(2) Notwithstanding subsection (1), the contract does not insure against and no indemnity shall be paid in respect of any loss or damage which occurs prior to noon on the 24th day of May in the crop year.

#### COVERAGE

9.—(1) Subject to subsections (2) and (3), the coverage provided under a contract of insurance shall be 70 per cent of the average farm yield in pounds of the total acreage seeded to black tobacco by the insured person in accordance with the regulations.

(2) The coverage provided under subsection (1) shall be increased following each consecutive no claim year as follows:

1. Following the first no claim year, to 73 per cent of the average farm yield.
2. Following the second no claim year, to 76 per cent of the average farm yield.
3. Following the third no claim year, to 78 per cent of the average farm yield.
4. Following the fourth no claim year, to a maximum of 80 per cent of the average farm yield.

(3) The coverage provided under subsections (1) and (2) shall be decreased for claim years from the insured level in reverse progression to that prescribed by subsection (2) to a minimum of 70 per cent of the average farm yield.

(4) The number of pounds determined under subsections (1), (2) and (3) constitute the total guaranteed production under a contract of insurance.

(5) Where in the opinion of the Commission the insured person cannot provide adequate production records, the average farm yield shall be determined by the Commission on such other basis as it may approve.

10. The maximum amount for which the Commission is liable for a loss in production under a contract of insurance shall be the amount obtained by multiplying the total guaranteed production determined under section 9 by the established price per pound prescribed in section 11.

11. For the purposes of this plan the established price for black tobacco is 60 cents per pound.

#### PREMIUMS

12.—(1) The premium payable by an insured person is \$35 per acre.

(2) The premium prescribed by subsection (1) is in addition to payments in respect of premiums made by the Government of Canada under the *Crop Insurance Act* (Canada). O. Reg. 497/77, Sched; O. Reg. 230/79, s. 1.

#### Form 1

*Crop Insurance Act (Ontario)*

#### BLACK TOBACCO ENDORSEMENT

WHEREAS the insured person has applied for crop insurance for black tobacco under The Ontario Crop Insurance Plan for Black Tobacco, hereinafter referred to as "the plan";

NOW THEREFORE, subject to the *Crop Insurance Act (Ontario)* and the regulations made thereunder, the contract of insurance between The Crop Insurance Commission of Ontario and the insured person is hereby extended to cover black tobacco.

#### HARVESTING OF PLANTED ACREAGE

1. All acreage planted to black tobacco in a crop year shall be harvested unless the Commission, upon application therefor in writing, consents in writing to,

- (a) the use of the planted acreage or any part thereof for another purpose; or
- (b) the abandonment or destruction of the insured crop or any part thereof.

#### EVALUATION OF LOSS

2.—(1) Where loss or damage occurs at any time after the completion of planting, the Commission, upon application therefor in writing by the insured person, may consent in writing to,

- (a) replanting of the damaged acreage and, in such case, the replanting shall be completed not later than the 15th day of June in the crop year or not later than such other date as may be determined from time to time by the Commission; or
- (b) the use of the damaged acreage for any other purpose or to the abandonment or destruction of the insured crop on such damaged acreage and, in such case, the Commission shall determine the number of damaged acres and the potential production thereof.

(2) Where the damaged acreage is replanted to the insured crop in accordance with clause (1) (a), the contract of insurance shall continue to apply to such replanted acreage.

(3) Where the damaged acreage is used for any other purpose or the insured crop is abandoned or destroyed in accordance with clause (1) (b), the amount of loss that shall be taken into account in the final adjustment of loss in respect of the total planted acreage shall be calculated by multiplying the difference between the guaranteed production and the potential production for the damaged acreage by the established price per pound.

(4) Where the damaged acreage is not used for any other purpose or the crop is not abandoned or destroyed after the Commission has consented thereto, the amount of loss calculated under subparagraph (3) shall not be taken into account in the final adjustment of loss.

(5) Where the actual production of the harvested acreage is less than the guaranteed production for such acreage, the amount of loss that shall be taken into account in the final adjustment of loss in respect of the total planted acreage shall be calculated by multiplying the difference between the guaranteed production and the actual production by the established price per pound.

(6) Where, as a result of an insured peril, the insured crop or any part thereof is reduced in market value, the actual yield of the crop or part thereof so damaged shall be deemed to be reduced in the ratio of the price received to the contract price for black tobacco in respect of the crop year.

FINAL ADJUSTMENT OF LOSS  
FOR TOTAL PLANTED ACREAGE

3. The indemnity payable with respect to the total planted acreage in the final adjustment of loss shall be the sum of all loss calculations applicable to such acreage, but where,

(a) the actual production of any harvested acreage; or

(b) the potential production of any unharvested acreage,

exceeds the guaranteed production of such acreage, the indemnity otherwise payable shall be reduced by the amount obtained by multiplying such excess by the established price per pound.

VARIATION IN PLANTED ACREAGE

4. Where the actual planted acreage of the insured crop is less than the acreage stated in the application, the insured person shall, not later than the 1st day of August, notify the Commission in writing and the total guaranteed production and the maximum amount of indemnity shall be reduced proportionately.

IN WITNESS WHEREOF The Crop Insurance Commission of Ontario has caused this endorsement to be signed by its general manager but the same shall not be binding upon the Commission until countersigned by a duly authorized representative thereof.

Countersigned and dated at.....  
this.....day of....., 19....

.....

Duly Authorized  
Representative

.....

General Manager

O. Reg. 497/77, Form 1.

Form 2

*Crop Insurance Act (Ontario)*

APPLICATION FOR CROP INSURANCE

BLACK TOBACCO

To: The Crop Insurance Commission of Ontario:

.....  
(name of person, corporation or partnership, and if partnership, names of all partners)

.....  
(address)

.....  
(telephone number)

applies for crop insurance under the *Crop Insurance Act (Ontario)* and the regulations and in support of this application the following facts are stated:

1. Tobacco is to be grown on the following farm(s) this year:

ESTIMATED ACREAGE TO BE PLANTED	LOCATION			
	LOT	CON.	TOWNSHIP	COUNTY

- 2. Coverage applied for is     % of my Average Farm Yield at 60¢/lb. for a premium of \$35/acre.
- 3. Total premium is due at time of application.

Total premium=acres allotted \_\_\_\_\_ × \$35 per acre = \$ \_\_\_\_\_

Date .....  
.....  
(signature of applicant)

## REGULATION 201

under the Crop Insurance Act (Ontario)

### CROP INSURANCE PLAN FOR BURLEY TOBACCO

1. The plan in the Schedule is established for the insurance within Ontario of burley tobacco. O. Reg. 564/75, s. 1.

#### Schedule

*Crop Insurance Act (Ontario)*

#### PLAN

1. This plan may be cited as "The Ontario Crop Insurance Plan for Burley Tobacco".

2. The purpose of this plan is to provide for insurance against a loss in the production of burley tobacco resulting from one or more of the perils designated in section 4.

#### INTERPRETATION

3. In this plan,

(a) "average farm yield" means the average of previous yields of the planted acreage computed by the Commission on the basis of acreage production records of the insured person or on such other basis as the Commission determines;

(b) "burley tobacco" means tobacco grown in Ontario under authorization of The Ontario Burley Tobacco Growers' Marketing Board.

#### DESIGNATION OF PERILS

4. The following are designated as perils for the purpose of this plan:

1. Drought.
2. Excessive moisture.
3. Excessive rainfall.
4. Flood.
5. Frost.
6. Hail.
7. Insect infestation.

8. Plant disease.

9. Wind.

#### DESIGNATION OF CROP YEAR

5. The crop year for burley tobacco is the period from the 1st day of March in any year to the 1st day of May in the year next following.

#### CONTRACT OF INSURANCE

6. For the purposes of this plan, the entire contract of insurance for burley tobacco shall be deemed to be comprised of,

(a) the contract of insurance in the form prescribed by Regulation 231 of Revised Regulations of Ontario, 1980;

(b) an endorsement for burley tobacco in Form 1;

(c) the application for insurance in Form 2; and

(d) any amendment to a document referred to in clause (a), (b) or (c) agreed upon in writing.

7. An application for insurance shall,

(a) be in Form 2;

(b) be accompanied by the total premium; and

(c) be filed with the Commission not later than the 15th day of May in the crop year in respect of which it is made or not later than such other date as may be determined from time to time by the Commission.

#### DURATION OF CONTRACT

8.—(1) A contract of insurance shall be in force for the crop year in respect of which it is made unless it is terminated in accordance with the regulations.

(2) Notwithstanding subsection (1), the contract does not insure against and no indemnity shall be paid in respect of any loss or damage which occurs prior to noon on the 24th day of May in the crop year.

## COVERAGE

9.—(1) Subject to subsections (2) and (3), the coverage provided under a contract of insurance shall be 70 per cent of the average farm yield in pounds of the total acreage seeded to burley tobacco by the insured person in accordance with the regulations.

(2) The coverage provided under subsection (1) shall be increased following each consecutive no claim year as follows:

1. Following the first no claim year, to 73 per cent of the average farm yield.
2. Following the second no claim year, to 76 per cent of the average farm yield.
3. Following the third no claim year, to 78 per cent of the average farm yield.
4. Following the fourth no claim year, to a maximum of 80 per cent of the average farm yield.

(3) The coverage provided under subsections (1) and (2) shall be decreased for claim years from the insured level in reverse progression to that prescribed by subsection (2) to a minimum of 70 per cent of the average farm yield.

(4) The number of pounds determined under subsections (1), (2) and (3) constitute the total guaranteed production under a contract of insurance.

(5) Where in the opinion of the Commission the insured person cannot provide adequate production records, the average farm yield shall be determined by the Commission on such other basis as it may approve.

10. The maximum amount for which the Commission is liable for a loss in production under a contract of insurance shall be the amount obtained by multiplying the total guaranteed production determined under section 9 by the established price per pound prescribed in section 11.

11. For the purposes of this plan the established price for tobacco is 60 cents per pound.

## PREMIUMS

12.—(1) The premium payable by an insured person is \$35 per acre.

(2) The premium prescribed by subsection (1) is in addition to payments in respect of premiums made by the Government of Canada under the *Crop Insurance Act* (Canada). O. Reg. 564/75,

Sched.; O. Reg. 501/77, ss. 1-4; O. Reg. 260/78, s. 1; O. Reg. 232/79, s. 1.

## Form 1

*Crop Insurance Act (Ontario)*

## BURLEY TOBACCO ENDORSEMENT

WHEREAS the insured person has applied for crop insurance for burley tobacco under The Ontario Crop Insurance Plan for Burley Tobacco, hereinafter referred to as "the plan", and has paid the deposit premium prescribed thereunder;

NOW THEREFORE, subject to the *Crop Insurance Act (Ontario)* and the regulations made thereunder, the contract of insurance between The Crop Insurance Commission of Ontario and the insured person is hereby extended to cover burley tobacco.

## HARVESTING OF PLANTED ACREAGE

1. All acreage planted to burley tobacco in a crop year shall be harvested unless the Commission, upon application therefore in writing, consents in writing to,

- (a) the use of the planted acreage or any part thereof for another purpose; or
- (b) the abandonment or destruction of the insured crop or any part thereof.

## EVALUATION OF LOSS

2.—(1) Where loss or damage occurs at any time after the completion of planting, the Commission, upon application therefor in writing by the insured person, may consent in writing to,

- (a) replanting of the damaged acreage and, in such case, the replanting shall be completed not later than the 15th day of June in the crop year or not later than such other date as may be determined from time to time by the Commission; or
- (b) the use of the damaged acreage for any other purpose or to the abandonment or destruction of the insured crop on such damaged acreage and, in such case, the Commission shall determine the number of damaged acres and the potential production thereof.

(2) Where the damaged acreage is replanted to the insured crop in accordance with clause (1) (a), the contract of insurance shall continue to apply to such replanted acreage.

(3) Where the damaged acreage is used for any other purpose or the insured crop is abandoned

applies for crop insurance under the *Crop Insurance Act (Ontario)* and the regulations and in support of this application the following facts are stated:

1. Tobacco is to be grown on the following farm(s) this year:

Marketing Board Farm No.(s)	Estimated Acreage To Be Planted	Lot	Con.	Location Township	County

2. Coverage applied for is 80% of my Average Farm Yield at 60¢/lb. for a premium of \$35/acre.
3. Total premium is due at time of application.

Total premium = acres allotted\_\_\_\_\_ × \$35 per acre = \$\_\_\_\_\_.

Date .....

(signature of applicant)

## REGULATION 202

under the Crop Insurance Act (Ontario)

### CROP INSURANCE PLAN FOR CABBAGE AND CARROTS

1. The plan in the Schedule is established for the insurance within Ontario of cabbage and carrots. O. Reg. 386/80, s. 1.

#### Schedule

#### *Crop Insurance Act (Ontario)*

#### PLAN

1. This plan may be cited as "The Ontario Crop Insurance Plan for Cabbage and Carrots".

2. The purpose of this plan is to provide for insurance against a loss resulting from one or more of the perils designated in section 4.

#### INTERPRETATION

3. In this plan,

(a) "average farm yield" means the average of previous yields of the seeded acreage computed on the basis of acreage production records of the insured person or on such other basis as the Commission approves;

(b) "cabbage and carrots" means cabbage and carrots produced in Ontario,

(i) for processing under a contract between a grower and a processor, and

(ii) on acreage or for tonnage specified in such contract;

(c) "processor" means a processor of cabbage or carrots who is subject to the provisions of the *Farm Products Marketing Act* and the regulations made thereunder and any annual agreement for the marketing of cabbage or carrots for processing;

(d) "ton" means 2,000 pounds.

#### DESIGNATION OF PERILS

4. The following are designated as perils for the purposes of this Plan:

1. Drought.

2. Excessive moisture.

3. Excessive rainfall.

4. Flood.

5. Freeze.

6. Frost.

7. Hail.

8. Insect infestation.

9. Plant disease.

10. Wind.

#### DESIGNATION OF CROP YEAR

5. The crop year for cabbage and carrots is the period from the 1st day of March in any year to the 1st day of November next following.

#### CONTRACT OF INSURANCE

6. For the purposes of this plan, the entire contract of insurance for cabbage and carrots shall be deemed to be comprised of,

(a) the contract of insurance in Form 1;

(b) the application for insurance in Form 2; and

(c) an amendment to any document referred to in clause (a) or (b) agreed upon in writing.

7. An application for insurance shall,

(a) be in Form 2;

(b) be filed with the Commission not later than,

(i) the 15th day of May in the crop year, or

(ii) the date on which the seeding of the insured crop is commenced,

whichever is the earlier, or such other date as may be determined by the Commission; and

(c) include all cabbage and carrots grown under contract by the insured person.

#### DURATION OF CONTRACT

8. A contract of insurance shall be in force for the crop year in respect of which it is made unless it is terminated in whole or in part in accordance with the regulations.

COVERAGE

9.—(1) Subject to subsections (2) and (3), the total coverage provided under a contract of insurance is 70 per cent of the value of production of the insured person as determined by the Commission for each of the insured crops multiplied by the number of acres grown.

(2) The coverage provided under subsection (1) shall be increased following each consecutive no claim year as follows:

- 1. Following the first no claim year to 73 per cent.
- 2. Following the second no claim year to 76 per cent.
- 3. Following the third no claim year to 78 per cent.
- 4. Following the fourth no claim year to a maximum of 80 per cent.

(3) The coverage provided under subsections (1) and (2) shall be decreased for claim years from the insured level in reverse progression to that prescribed by subsection (2) to a minimum of 70 per cent.

(4) Where, in any year, a claim is paid in an amount less than half of the total premium for that year, the coverage for the following year shall remain unchanged.

10. The value of production for each acre of the insured crop shall be computed annually by the Commission on the basis of production records or such other basis as the Commission approves and shall be deemed to be the average farm yield per acre multiplied by the established price per ton as determined from time to time by the Commission.

PREMIUMS

11.—(1) The total premium payable in the crop year is,

- (a) where the level of coverage is 70 per cent, 16 per cent;
- (b) where the level of coverage is 73 per cent, 15 per cent;
- (c) where the level of coverage is 76 per cent, 14 per cent;
- (d) where the level of coverage is 78 per cent, 13 per cent;
- (e) where the level of coverage is 80 per cent, 12 per cent,

of the total coverage in dollars prescribed by section 9.

(2) Notwithstanding subsection (1), the minimum premium payable by an insured person in each crop year is \$50 for each crop insured to a maximum of \$100.

(3) Notwithstanding any authorization by an insured person in his application for insurance, the payment of the premium is the responsibility of the insured person and such premium shall be paid in any event not later than ten days after written demand therefor by the Commission.

(4) The premiums prescribed by subsection (1) include payments in respect of premiums made by the Government of Canada under the *Crop Insurance Act* (Canada).

FINAL DATE FOR HARVESTING

12. For the purpose of this plan, the final date for harvesting in a crop year is noon on the 1st day of November or such other date as may be determined from time to time by the Commission. O. Reg. 386/80, Sched.

Form 1

*Crop Insurance Act (Ontario)*

CONTRACT OF INSURANCE

Between:

THE CROP INSURANCE COMMISSION OF ONTARIO,  
hereinafter referred to as "THE COMMISSION",

OF THE FIRST PART:

—and—

.....  
of the ..... of .....  
in the County (or as the case may be) of .....  
....., hereinafter referred to  
as "THE INSURED PERSON",

OF THE SECOND PART.

WHEREAS the insured person has applied for crop insurance on one or more crops under The Crop Insurance Plan for Cabbage and Carrots, hereinafter referred to as "the plan";

NOW THEREFORE, subject to the *Crop Insurance Act (Ontario)*, and the regulations made thereunder, where in a crop year the insured person suffers a loss resulting from one or more of the perils designated in the plan, the Commission, subject to the terms and conditions hereinafter set forth, agrees to indemnify the insured person in respect of such loss.

## CAUSES OF LOSS NOT INSURED AGAINST

1. This contract does not insure against and no indemnity shall be paid in respect of a loss resulting from,

- (a) the negligence, misconduct or poor farming practices of the insured person or his agents or employees;
- (b) a shortage of labour or machinery;
- (c) insect infestation or plant disease unless recommended spray programs were followed; or
- (d) a peril other than the perils designated in the plan.

## EXTENT OF INSURANCE

2.—(1) The insured person shall offer for insurance all acreage planted in the crop year to cabbage and carrots on the farms operated by him in Ontario, whether grown under contract or not and, subject to subparagraph (2), this contract applies to all such acreage.

(2) This contract does not apply to, and no indemnity is payable in respect of, acreage planted to an insured crop,

- (a) that was not adequately prepared for cropping purposes;
- (b) that, in the opinion of the Commission, is not insurable;
- (c) for which a contract between the insured person and the processor is not in effect; or
- (d) on which the insured crop is a volunteer crop.

3.—(1) Where the acreage planted by the insured person in the crop year is not the same as that stated in the application for insurance, the insured person shall, not later than the 15th day of July, notify the Commission in writing of the actual acreage planted.

(2) Where the actual planted acreage of an insured crop is less than that stated in the application for insurance, the maximum amount of indemnity shall be reduced proportionately.

(3) Where the actual planted acreage of an insured crop is more than that stated in the application for insurance, the maximum amount of indemnity and the premium payable shall not be increased but the production from the total planted acreage shall be included in establishing the income of the insured person unless the processor increases the contract acreage accordingly.

## HARVESTING OF PLANTED ACREAGE

4.—(1) All acreage planted to an insured crop in the crop year shall be harvested for processing unless the Commission, upon application therefor in writing, consents in writing to,

- (a) the use of the planted acreage or any part thereof for another purpose; or
- (b) the abandonment or destruction of the insured crop or any part thereof.

(2) The final date for the harvesting referred to in subparagraph (1) is noon on the 1st day of November or such other date as may be determined from time to time by the Commission.

(3) Where the harvesting of any planted acreage is not completed on the date prescribed by subparagraph (2), the insured person shall forthwith notify the Commission in writing.

(4) Where an insured person fails to notify the Commission in accordance with subparagraph (2), no indemnity shall be paid in respect of unharvested acreage.

## STAGE 1

5.—(1) Stage 1 comprises the period from the date on which the planting of the acreage is completed to the 30th day of June.

(2) Where any part of the insured crop is lost or damaged in Stage 1, the Commission, upon application therefor in writing by the insured person, may consent in writing to,

- (a) the replanting of the damaged acreage; or
- (b) the abandonment or destruction of the insured crop on such damaged acreage and in such case the Commission shall determine the number of damaged acres and the potential value of production thereof.

(3) Where the damaged acreage is replanted to the insured crop in accordance with clause (2) (a), the contract of insurance shall continue to apply to such replanted acreage.

(4) Where the damaged acreage is abandoned or destroyed in accordance with clause (2) (b), the amount of loss that shall be taken into account in the final adjustment of loss in respect of the total planted acreage shall be calculated as,

- (a) 50 per cent of the coverage applicable to the damaged acreage; or
- (b) the difference between the coverage and the potential value of production for the damaged acreage,

whichever is the lesser.

(5) Notwithstanding any application made in writing by the insured person under this paragraph, the Commission may, where loss or damage occurs in Stage 1, notify the insured person in writing that it intends to terminate the insurance coverage on such damaged acreage and, in such case, no further indemnity shall be payable in respect of the damaged acreage.

#### STAGE 2

6.—(1) Stage 2 commences on the 1st day of July and for any part of the planted acreage ends with the completion of harvesting of such part.

(2) Where loss or damage occurs in Stage 2, the Commission, upon application therefor in writing by the insured person, may consent in writing to the use of the damaged acreage for any other purpose or to the abandonment or destruction of the insured crop on such damaged acreage and, in such case, the Commission shall determine the number of damaged acres and the potential value of production thereof.

(3) Where,

(a) damaged acreage is used for any other purpose or the insured crop thereon is abandoned or destroyed in accordance with subparagraph (2); or

(b) the harvesting of any planted acreage is not completed on the date determined therefor,

the amount of loss that shall be taken into account in the final adjustment of loss in respect of the total planted acreage shall be calculated as the amount by which the coverage for the damaged or unharvested acreage, as the case may be, exceeds the potential value of production determined therefor.

(4) Where damaged acreage is not used for any other purpose or the crop thereon is not abandoned or destroyed after the Commission has consented thereto, the amount of loss calculated under subparagraph (3) shall not be taken into account in the final adjustment of loss.

(5) Where the actual value of production of the acreage harvested determined in the manner prescribed by section 10 of the plan is less than the coverage for such acreage, the amount of loss that shall be taken into account in the final adjustment of loss in respect of the total planted acreage shall be calculated as the difference between the coverage and the actual value of production.

#### EVALUATION OF LOSS

7. The amount of loss that shall be taken into account in the final adjustment of loss is the amount by which the total coverage prescribed by section 9 of the plan exceeds the sum of,

(a) the total value of production of the insured crop or crops for the crop year determined in

the manner prescribed by section 10 of the plan as evidenced by the processor's statement of production;

(b) the value as determined by the Commission of the potential production of acreage unharvested for reasons other than the insured perils; and

(c) any loss sustained by reason of a peril other than the perils designated in the plan.

#### MISREPRESENTATION, VIOLATION OF CONDITIONS OR FRAUD

8. Where the insured person,

(a) in the application for insurance,

(i) gives false particulars of an insured crop to the prejudice of the Commission, or

(ii) knowingly misrepresents or fails to disclose any fact required to be stated therein;

(b) contravenes a term or condition of the contract of insurance;

(c) commits a fraud in respect of an insured crop; or

(d) wilfully makes a false statement in respect of a claim under the contract of insurance,

a claim by the insured person is invalid and his right to recover indemnity is forfeited.

#### WAIVER OR ALTERATION

9. No term or condition of this contract shall be deemed to be waived or altered in whole or in part by the Commission unless the waiver or alteration is clearly expressed in writing signed by the Commission or a representative authorized for that purpose by the Commission.

#### INTEREST OF OTHER PERSONS

10. Notwithstanding that a person other than the insured person holds an interest of any kind in an insured crop, for the purposes of this contract,

(a) the interest of the insured person in an insured crop is deemed to be the full value of the crop; and

(b) except as provided in paragraph 11, no indemnity shall be paid to any person other than the insured person.

## ASSIGNMENT OF RIGHT TO INDEMNITY

11. The insured person may assign all or part of his right to indemnity under this contract in respect of an insured crop but an assignment is not binding on the Commission and no payment of indemnity shall be made to an assignee unless,

- (a) the assignment is made on a form approved by the Commission; and
- (b) the Commission consents thereto in writing.

12.—(1) Where loss or damage to an insured crop results from one or more of the perils insured against and the damage was occasioned at a readily ascertainable time, the insured person shall notify the Commission forthwith by telephone and shall confirm in writing within three days of such time.

(2) Where loss or damage to an insured crop results from one or more of the perils insured against and it appears, or ought reasonably to appear, to the insured person at any time after planting and before the completion of harvesting of the insured crop that the production of the insured crop may thereby be reduced, the insured person shall, as soon as the loss or damage is apparent, notify the Commission in writing forthwith.

(3) Notwithstanding any notice given by the insured person under this paragraph, where on completion of harvesting of an insured crop,

- (a) the actual value of production of the insured crop determined in the manner prescribed by section 10 of the plan is less than the total insured coverage; and
- (b) the loss resulted from one or more of the perils insured against,

the insured person shall notify the Commission in writing forthwith.

ABANDONMENT, DESTRUCTION OR  
ALTERNATE USE

13.—(1) Acreage planted to an insured crop shall not be put to another use and the insured crop shall not be abandoned or destroyed until the Commission has appraised the potential production of the acreage.

(2) An appraisal made under subparagraph 1 shall not be taken into account in the final adjustment of loss where the insured person harvests the appraised acreage for processing.

## ADJUSTMENT OF LOSS

14.—(1) The indemnity payable for loss or damage to an insured crop shall be determined in the manner prescribed by this contract.

(2) The Commission may cause the production of an insured crop to be appraised by any method that it deems proper.

(3) No indemnity shall be paid for a loss in respect of an insured crop unless the insured person establishes,

- (a) the total value of production of the insured crop for the crop year; and
- (b) that the loss in income or part thereof resulted directly from one or more of the perils insured against.

(4) Where a loss resulted partly from a peril insured against and partly from a cause of loss not insured against, the Commission shall determine the amount of the loss that resulted from the cause of loss not insured against, and the indemnity payable by the Commission under this contract shall be reduced accordingly.

## PROOF OF LOSS

15.—(1) A claim for indemnity in respect of the insured crop shall be made on a proof of loss form provided by the Commission and shall be filed with the Commission not later than sixty days after,

- (a) the completion of harvesting of the last of the insured crops; or
- (b) the end of the crop year,

whichever is the earlier.

(2) Subject to subparagraph (3), a claim for indemnity shall be made by the insured person.

(3) A claim for indemnity may be made,

- (a) in the case of the absence or inability of the insured person, by his agent; or
- (b) in the case of the absence or inability of the insured person or on his failure or refusal to do so, by an assignee under an assignment made in accordance with paragraph 11.

(4) Where required by the Commission, the information given in a proof of loss shall be verified by statutory declaration.

## ARBITRATION

16. Where the Commission and the insured person fail to resolve any dispute respecting the adjustment of loss under this contract, the matter shall be determined by arbitration in accordance with the regulations.

## TIME FOR PAYMENT OF INDEMNITY

17.—(1) No indemnity under this contract becomes due and payable until,

- (a) the end of the crop year; and
- (b) the premium has been paid in full.

(2) Where the indemnity payable by the Commission under this contract is established by the filing of a proof of loss form or by an award of an arbitrator or board of arbitration, it shall be paid within sixty days of the receipt by the Commission of the proof of loss form or award, as the case may be.

(3) Nothing in this paragraph prevents the Commission from paying indemnity under this contract at an earlier date.

SUBROGATION

18. Where the Commission has paid a claim under this contract, the Commission is subrogated to the extent thereof to all rights of recovery of the insured person against any person and may bring action in the name of the insured person to enforce those rights.

RIGHT OF ENTRY

19. The Commission has a right of entry to the premises of the insured person that may be enforced by agents of the Commission at any reasonable time or times for any purpose related to the contract of insurance.

NOTICE

20.—(1) Any written notice to the Commission shall be given by delivery thereof or by sending it by mail to the Commission.

(2) Written notice to the insured person shall be given by delivery thereof or by sending it by mail addressed to him at his last post office address on file with the Commission.

IN WITNESS WHEREOF The Crop Insurance Commission of Ontario has caused this contract of insurance to be signed by its general manager but the same shall not be binding upon the Commission until countersigned by a duly authorized representative thereof.

Countersigned and dated at .....  
this .....day of ....., 19....

Duly Authorized  
Representative

General Manager

O. Reg. 386/80, Form 1.

Form 2

Crop Insurance Act (Ontario)

APPLICATION FOR CROP INSURANCE

To: The Crop Insurance Commission of Ontario:

.....  
(name of person, corporation or partnership, and if partnership, names of all partners)

..... (address) ..... (telephone no.)

applies for crop insurance on ..... (for processing) under the *Crop Insurance Act (Ontario)* and the regulations and in support of this application the following facts are stated:

1. The applicant is the owner-operator or tenant-operator of the farm or farms described in paragraph 4.
2. Crop Plan ..... 3. Crop Year .....
4. Description of farm or farms and acreage grown to insured crop:

No. of Acres or Tons to be Insured	Lot	Concession	Township	County, etc.	Owner or Tenant

5. The applicant agrees to insure all acreage eligible for insurance under the regulations.
6. Coverage applied for as calculated by the Commission is:
- .....
7. The applicant hereby authorizes the processor named below to deduct the required premium from moneys owing by the processor to the applicant for harvested production.

Yes    ☐                      No    ☐

8. If the premium is not paid by the processor, the applicant hereby agrees to pay to the Commission the premium in full upon demand.
9. The applicant hereby agrees to immediately notify the Commission of any loss or damage to the insured crop.
10. A Grower's Contract for the ..... year is in effect with:

Name of Processor: .....

Plant Address: .....

11. In addition to acreage under contract to the processor named herein, the applicant intends to grow ..... acres of the designated crop.

Dated at ....., this ..... day of ....., 19....

.....  
(signature of applicant)

The processor named above hereby confirms the existence of a contract with the applicant and where authorized, undertakes to deduct the premium pursuant to paragraph 7 above and to thereupon remit such premium forthwith to The Crop Insurance Commission of Ontario.

.....  
(signature of agent authorized by processor)

ASSIGNMENT OF INDEMNITY

Subject to any deduction in respect of premium, I hereby assign to the above-mentioned processor all moneys payable by the Commission as a result of loss, up to an amount equal to my total indebtedness to the processor which was incurred with my written approval for the growing of this crop, and authorize that all moneys payable by the Commission be paid jointly to the processor and myself.

.....  
(witness)

.....  
(signature of applicant)



## REGULATION 203

under the Crop Insurance Act (Ontario)

### CROP INSURANCE PLAN FOR CAULIFLOWER

1. The plan in the Schedule is established for the insurance within Ontario of cauliflower. O. Reg. 387/80, s. 1.

#### Schedule

*Crop Insurance Act (Ontario)*

#### PLAN

1. This plan may be cited as "The Ontario Crop Insurance Plan for Cauliflower".

2. The purpose of this plan is to provide for insurance against a loss resulting from one or more of the perils designated in section 4.

#### INTERPRETATION

3. In this plan,

(a) "average farm yield" means the average of previous yields of the seeded acreage computed on the basis of acreage production records of the insured persons or on such other basis as the Commission approves;

(b) "cauliflower" means cauliflower produced in Ontario,

(i) for processing under a contract between a grower and a processor, and

(ii) on acreage or for tonnage specified in such contract;

(c) "processor" means a processor of cauliflower who is subject to the provisions of the *Farm Products Marketing Act* and the regulations made thereunder and any annual agreement for the marketing of cauliflower for processing;

(d) "ton" means 2,000 pounds.

#### DESIGNATION OF PERILS

4. The following are designated as perils for the purposes of this plan:

1. Excessive moisture.
2. Excessive rainfall.
3. Flood.
4. Freeze.

5. Frost.

6. Hail.

7. Insect infestation.

8. Plant disease.

9. Wind.

#### DESIGNATION OF CROP YEAR

5. The crop year for cauliflower is the period from the 1st day of March in any year to the 1st day of November next following.

#### CONTRACT OF INSURANCE

6. For the purposes of this plan, the entire contract of insurance for cauliflower shall be deemed to be comprised of,

(a) the contract of insurance in Form 1;

(b) the application for insurance in Form 2; and

(c) an amendment to any document referred to in clause (a) or (b) agreed upon in writing.

7. An application for insurance shall,

(a) be in Form 2;

(b) be filed with the Commission not later than,

(i) the 15th day of May in the crop year, or

(ii) the date on which the seeding of the insured crop is commenced,

whichever is the earlier, or such other date as may be determined by the Commission;

(c) include all cauliflower grown under contract by the insured person.

#### DURATION OF CONTRACT

8. A contract of insurance shall be in force for the crop year in respect of which it is made unless it is terminated in whole or in part in accordance with the regulations.

#### COVERAGE

9.—(1) Subject to subsections (2) and (3), the total coverage provided under a contract of insurance is 70 per cent of the value of production of the insured person

as determined by the Commission for the insured crop multiplied by the number of acres grown.

(2) The coverage provided under subsection (1) shall be increased following each consecutive no claim year as follows:

1. Following the first no claim year to 73 per cent.
2. Following the second no claim year to 76 per cent.
3. Following the third no claim year to 78 per cent.
4. Following the fourth no claim year to a maximum of 80 per cent.

(3) The coverage provided under subsections (1) and (2) shall be decreased for claim years from the insured level in reverse progression to that prescribed by subsection (2) to a minimum of 70 per cent.

(4) Where, in any year, a claim is paid in an amount less than one-half of the total premium for that year, the coverage for the following year shall remain unchanged.

10. The value of production for each acre of the insured crop shall be computed annually by the Commission on the basis of production records or such other basis as the Commission approves and shall be deemed to be the average farm yield per acre multiplied by the established price per ton as determined from time to time by the Commission.

PREMIUMS

11.—(1) The total premium payable in respect of acreage under contract to a processor is \$96 per acre.

(2) Notwithstanding subsection (1), the minimum premium payable by an insured person in each crop year is \$50.

(3) Notwithstanding any authorization by an insured person in his application for insurance, the payment of the premium is the responsibility of the insured person and such premium shall be paid in any event not later than ten days after written demand therefor by the Commission.

(4) The premium prescribed by subsection (1) includes payments in respect of premiums made by the Government of Canada under the *Crop Insurance Act* (Canada).

FINAL DATE FOR HARVESTING

12. For the purposes of this plan, the final date for harvesting in a crop year is noon on the 1st day of November or such other date as may be determined from time to time by the Commission. O. Reg. 387/80, Sched.

Form 1

*Crop Insurance Act (Ontario)*

CONTRACT OF INSURANCE

BETWEEN:

THE CROP INSURANCE COMMISSION OF ONTARIO,  
hereinafter referred to as "THE COMMISSION",

OF THE FIRST PART;

—and—

of the ..... of .....  
in the County (or as the case may be)

of ....., hereinafter  
referred to as "THE INSURED PERSON",

OF THE SECOND PART.

WHEREAS the insured person has applied for crop insurance on one or more crops under The Crop Insurance Plan for Cauliflower, hereinafter referred to as "the plan";

NOW THEREFORE, subject to the *Crop Insurance Act (Ontario)* and the regulations made thereunder, where in a crop year the insured person suffers a loss resulting from one or more of the perils designated in the plan, the Commission, subject to the terms and conditions hereinafter set forth, agrees to indemnify the insured person in respect of such loss.

CAUSES OF LOSS NOT INSURED AGAINST

1. This contract does not insure against and no indemnity shall be paid in respect of a loss resulting from,

- (a) the negligence, misconduct or poor farming practices of the insured person or his agents or employees;
- (b) a shortage of labour or machinery;
- (c) insect infestation or plant disease unless recommended spray programs were followed;  
or
- (d) a peril other than the perils designated in the plan.

EXTENT OF INSURANCE

2.—(1) The insured person shall offer for insurance all acreage planted in the crop year to cauliflower on the farms operated by him in Ontario, whether grown under contract or not and, subject to subparagraph (2), this contract applies to all such acreage.

(2) This contract does not apply to, and no indemnity is payable in respect of, acreage planted to an insured crop,

- (a) that was not adequately prepared for cropping purposes;
- (b) for which adequate irrigation was not available;
- (c) that, in the opinion of the Commission, is not insurable;
- (d) for which a contract between the insured person and the processor is not in effect; or
- (e) on which the insured crop is a volunteer crop.

3.—(1) Where the acreage planted by the insured person in the crop year is not the same as that stated in the application for insurance, the insured person shall, not later than the 15th day of July, notify the Commission in writing of the actual acreage planted.

(2) Where the actual planted acreage of the insured crop is less than that stated in the application for insurance, the maximum amount of indemnity shall be reduced proportionately.

(3) Where the actual planted acreage of the insured crop is more than that stated in the application for insurance, the maximum amount of indemnity and the premium payable shall not be increased but the production from the total planted acreage shall be included in establishing the income of the insured person unless the processor increases the contract acreage accordingly.

#### HARVESTING OF PLANTED ACREAGE

4.—(1) All acreage planted to the insured crop in the crop year shall be harvested for processing unless the Commission, upon application therefor in writing, consents in writing to,

- (a) the use of the planted acreage or any part thereof for another purpose; or
- (b) the abandonment or destruction of the insured crop or any part thereof.

(2) The final date for the harvesting referred to in subparagraph (1) is noon on the 1st day of November or such other date as may be determined from time to time by the Commission.

(3) Where the harvesting of any planted acreage is not completed on the date prescribed by subparagraph (2), the insured person shall forthwith notify the Commission in writing.

(4) Where an insured person fails to notify the Commission in accordance with subparagraph (2), no indemnity shall be paid in respect of unharvested acreage.

#### STAGE 1

5.—(1) Stage 1 comprises the period from the date on which the planting of the acreage is completed to the 30th day of June.

(2) Where any part of the insured crop is lost or damaged in Stage 1, the Commission, upon application therefor in writing by the insured person, may consent in writing to,

- (a) the replanting of the damaged acreage; or
- (b) the abandonment or destruction of the insured crop on such damaged acreage and in such case the Commission shall determine the number of damaged acres and the potential value of production thereof.

(3) Where the damaged acreage is replanted to the insured crop in accordance with clause (2) (a), the contract of insurance shall continue to apply to such replanted acreage.

(4) Where the damaged acreage is abandoned or destroyed in accordance with clause (2) (b), the amount of loss that shall be taken into account in the final adjustment of loss in respect of the total planted acreage shall be calculated as,

- (a) 50 per cent of the coverage applicable to the damaged acreage; or
- (b) the difference between the coverage and the potential value of production for the damaged acreage,

whichever is the lesser.

(5) Notwithstanding any application made in writing by the insured person under this paragraph, the Commission may, where loss or damage occurs in Stage 1, notify the insured person in writing that it intends to terminate the insurance coverage on such damaged acreage and, in such case, no further indemnity shall be payable in respect of the damaged acreage.

#### STAGE 2

6.—(1) Stage 2 commences on the 1st day of July and for any part of the planted acreage ends with the completion of harvesting of such part.

(2) Where loss or damage occurs in Stage 2, the Commission, upon application therefor in writing by the insured person, may consent in writing to the use of the damaged acreage for any other purpose or to the abandonment or destruction of the insured crop on such damaged acreage and, in such case, the Commission shall determine the number of damaged acres and the potential value of production thereof.

(3) Where,

- (a) damaged acreage is used for any other purpose or the insured crop thereon is abandoned

or destroyed in accordance with subparagraph (2); or

- (b) the harvesting of any planted acreage is not completed on the date determined therefor,

the amount of loss that shall be taken into account in the final adjustment of loss in respect of the total planted acreage shall be calculated as the amount by which the coverage for the damaged or unharvested acreage, as the case may be, exceeds the potential value of production determined therefor.

(4) Where damaged acreage is not used for any other purpose or the crop thereon is not abandoned or destroyed after the Commission has consented thereto, the amount of loss calculated under subparagraph (3) shall not be taken into account in the final adjustment of loss.

(5) Where the actual value of production of the acreage harvested determined in the manner prescribed by section 10 of the plan is less than the coverage for such acreage, the amount of loss that shall be taken into account in the final adjustment of loss in respect of the total planted acreage shall be calculated as the difference between the coverage and the actual value of production.

#### EVALUATION OF LOSS

7. The amount of loss that shall be taken into account in the final adjustment of loss is the amount by which the total coverage prescribed by section 9 of the plan exceeds the sum of,

- (a) the total value of production of the insured crop for the crop year determined in the manner prescribed by section 10 of the plan as evidenced by the processor's statement of production;
- (b) the value as determined by the Commission of the potential production of acreage unharvested for reasons other than the insured perils; and
- (c) any loss sustained by reason of a peril other than the perils designated in the plan.

#### MISREPRESENTATION, VIOLATION OF CONDITIONS OR FRAUD

8. Where the insured person,

- (a) in the application for insurance,
  - (i) gives false particulars of the insured crop to the prejudice of the Commission, or
  - (ii) knowingly misrepresents or fails to disclose any fact required to be stated therein;

(b) contravenes a term or condition of the contract of insurance;

(c) commits a fraud in respect of the insured crop; or

(d) wilfully makes a false statement in respect of a claim under the contract of insurance,

a claim by the insured person is invalid and his right to recover indemnity is forfeited.

#### WAIVER OR ALTERATION

9. No term or condition of this contract shall be deemed to be waived or altered in whole or in part by the Commission unless the waiver or alteration is clearly expressed in writing signed by the Commission or a representative authorized for that purpose by the Commission.

#### INTEREST OF OTHER PERSONS

10. Notwithstanding that a person other than the insured person holds an interest of any kind in the insured crop, for the purposes of this contract,

- (a) the interest of the insured person in the insured crop is deemed to be the full value of the crop; and
- (b) except as provided in paragraph 11, no indemnity shall be paid to any person other than the insured person.

#### ASSIGNMENT OF RIGHT TO INDEMNITY

11. The insured person may assign all or part of his right to indemnity under this contract in respect of the insured crop but an assignment is not binding on the Commission and no payment of indemnity shall be made to an assignee unless,

- (a) the assignment is made on a form approved by the Commission; and
- (b) the Commission consents thereto in writing.

12.—(1) Where loss or damage to the insured crop results from one or more of the perils insured against and the damage was occasioned at a readily ascertainable time, the insured person shall notify the Commission forthwith by telephone and shall confirm in writing within three days of such time.

(2) Where loss or damage to the insured crop results from one or more of the perils insured against and it appears, or ought reasonably to appear to the insured person at any time after planting and before the completion of harvesting of the insured crop that the production of the insured may thereby be reduced, the insured person shall, as soon as the loss or damage is apparent, notify the Commission in writing forthwith.

(3) Notwithstanding any notice given by the insured person under this paragraph, where on completion of harvesting of the insured crop,

(a) the actual value of production of the insured crop determined in the manner prescribed by section 10 of the plan is less than the total insured coverage; and

(b) the loss resulted from one or more of the perils insured against,

the insured person shall notify the Commission in writing forthwith.

#### ABANDONMENT, DESTRUCTION OR ALTERNATE USE

13.—(1) Acreage planted to the insured crop shall not be put to another use and the insured crop shall not be abandoned or destroyed until the Commission has appraised the potential production of the acreage.

(2) An appraisal made under subparagraph (1) shall not be taken into account in the final adjustment of loss where the insured person harvests the appraised acreage for processing.

#### ADJUSTMENT OF LOSS

14.—(1) The indemnity payable for loss or damage to an insured crop shall be determined in the manner prescribed by this contract.

(2) The Commission may cause the production of the insured crop to be appraised by any method that it deems proper.

(3) No indemnity shall be paid for a loss in respect of the insured crop unless the insured person establishes,

(a) the total value of the production of the insured crop for the crop year; and

(b) that the loss in income or part thereof resulted directly from one or more of the perils insured against.

(4) Where a loss resulted partly from a peril insured against and partly from a cause of loss not insured against, the Commission shall determine the amount of the loss that resulted from the cause of loss not insured against, the indemnity payable by the Commission under this contract shall be reduced accordingly.

#### PROOF OF LOSS

15.—(1) A claim for indemnity in respect of the insured crop shall be made on a proof of loss form provided by the Commission and shall be filed with the Commission not later than sixty days after,

(a) the completion of harvesting of the insured crop; or

(b) the end of the crop year,

whichever is the earlier.

(2) Subject to subparagraph (3), a claim for indemnity shall be made by the insured person.

(3) A claim for indemnity may be made,

(a) in the case of the absence or inability of the insured person, by his agent; or

(b) in the case of the absence or inability of the insured person or on his failure or refusal to do so, by an assignee under an assignment made in accordance with paragraph 11.

(4) Where required by the Commission, the information given in a proof of loss shall be verified by statutory declaration.

#### ARBITRATION

16. Where the Commission and the insured person fail to resolve any dispute respecting the adjustment of a loss under this contract, the matter shall be determined by arbitration in accordance with the regulations.

#### TIME FOR PAYMENT OF INDEMNITY

17.—(1) No indemnity under this contract becomes due and payable until,

(a) the end of the crop year; and

(b) the premium has been paid in full.

(2) Where the indemnity payable by the Commission under this contract is established by the filing of a proof of loss form or by an award of an arbitrator or board of arbitration, it shall be paid within sixty days of the receipt by the Commission of the proof of loss form or award, as the case may be.

(3) Nothing in this paragraph prevents the Commission from paying indemnity under this contract at an earlier date.

#### SUBROGATION

18. Where the Commission has paid a claim under this contract, the Commission is subrogated to the extent thereof to all rights of recovery of the insured person against any person and may bring action in the name of the insured person to enforce those rights.

#### RIGHT OF ENTRY

19. The Commission has a right of entry to the premises of the insured person that may be exercised by agents of the Commission at any reasonable time or times for any purpose related to the contract of insurance.



9. The applicant hereby agrees to immediately notify the Commission of any loss or damage to the insured crop.
10. A Grower's Contract for the ..... year is in effect with:
- Name of Processor: .....
- Plant Address: .....
11. In addition to acreage under contract to the processor named herein, the applicant intends to grow ..... acres of the designated crop.

Dated at ....., this ..... day of ....., 19....

.....  
(signature of applicant)

The processor named above hereby confirms the existence of a contract with the applicant and, where authorized, undertakes to deduct the premium pursuant to paragraph 7 above and to thereupon remit such premium forthwith to The Crop Insurance Commission of Ontario.

.....  
(signature of agent authorized by processor)

ASSIGNMENT OF INDEMNITY

Subject to any deduction in respect of premium, I hereby assign to the above-mentioned processor all moneys payable by the Commission as a result of loss, up to an amount equal to my total indebtedness to the processor which was incurred with my written approval for the growing of this crop, and authorize that all moneys payable by the Commission be paid jointly to the processor and myself.

.....  
(witness)

.....  
(signature of applicant)



## REGULATION 204

under the Crop Insurance Act (Ontario)

### CROP INSURANCE PLAN FOR COLOURED BEANS

1. The plan in the Schedule is established for the insurance within Ontario of coloured beans. O. Reg. 304/73, s. 1.

#### Schedule

*Crop Insurance Act (Ontario)*

#### PLAN

1. This plan may be cited as "The Ontario Crop Insurance Plan for Coloured Beans".

2. The purpose of this plan is to provide for insurance against a loss in the production of coloured beans resulting from one or more of the perils designated in section 4.

#### INTERPRETATION

3. In this plan,

(a) "average farm yield" means the average of previous yields of the seeded acreage computed on the basis of acreage production records of the insured person or on such other basis as the Commission approves;

(b) "coloured beans" means,

- (i) Azuki,
- (ii) Black Turtle Soup,
- (iii) Cranberry,
- (iv) Kidney,
- (v) Pinto,
- (vi) Yellow-eye,

and such other varieties as may be declared insurable from time to time by the Commission;

(c) "kilogram" means a kilogram of coloured beans, the moisture content of which is not more than 18 per cent and the damage or foreign material content of which is not more than 2 per cent.

#### DESIGNATION OF PERILS

4. The following are designated perils for the purposes of this plan:

- 1. Drought.
- 2. Excessive moisture.
- 3. Excessive rainfall.
- 4. Flood.
- 5. Frost.
- 6. Hail.
- 7. Insect infestation.
- 8. Plant disease.
- 9. Wind.

#### DESIGNATION OF CROP YEAR

5. The crop year for coloured beans is the period from the 1st day of March in any year to the last day of February next following.

#### CONTRACT OF INSURANCE

6. For the purposes of this plan, the entire contract of insurance for coloured beans shall be deemed to be comprised of,

- (a) the contract of insurance in the form prescribed by Regulation 231 of Revised Regulations of Ontario, 1980;
- (b) an endorsement for coloured beans in Form 1;
- (c) the application for insurance;
- (d) the final acreage report for each crop year; and
- (e) any amendment to a document referred to in clause (a), (b), (c) or (d) agreed upon in writing.

7. An application for insurance shall,

- (a) be in Form 2;
- (b) be accompanied by a premium deposit of,
  - (i) \$1 per acre, or

(ii) \$15,

whichever is the greater; and

(c) be filed with the Commission not later than the 1st day of May in the crop year.

#### DURATION OF CONTRACT

8.—(1) A contract of insurance shall be in force for the crop year in respect of which it is made, and shall continue in force for each crop year thereafter until it is cancelled by the insured person or the Commission in the manner prescribed by subsection (2) or is terminated in accordance with the regulations.

(2) A contract of insurance may be cancelled by the insured person or the Commission by notice in writing to the other party on or before the 1st day of May in the crop year during which the cancellation is to be effective.

#### COVERAGE

9.—(1) Subject to subsections (2), (3) and (4), the coverage provided under a contract of insurance shall be 70 per cent of the average farm yield in kilograms of the total acreage seeded to coloured beans by the insured person in accordance with the regulations.

(2) For the first year in which a contract of insurance is in force, the average farm yield shall be established by the Commission and for succeeding years the actual yield of the insured person shall be taken into account until a five year average is established.

(3) The coverage provided under subsections (1) and (2) shall be increased following each consecutive no claim year as follows:

1. Following the first no claim year, to 73 per cent of the average farm yield.
2. Following the second no claim year, to 76 per cent of the average farm yield.
3. Following the third no claim year, to 78 per cent of the average farm yield.
4. Following the fourth no claim year, to a maximum of 80 per cent of the average farm yield.

(4) The coverage provided by subsections (1), (2) and (3) shall be decreased for claim years from the insured level in reverse progression to that prescribed

by subsection (3), except that where a claim occurs in a year when the coverage is 70 per cent, the coverage shall be reduced to a minimum of 65 per cent.

(5) Where, in any year, a claim is paid in an amount less than half of the total premium for that year, the coverage for the following year shall remain unchanged.

(6) The number of kilograms determined under subsections (1), (2), (3) and (4) constitutes the total guaranteed production under a contract of insurance.

10. For the purposes of this plan, the established price for coloured beans is,

(a) 28¢;

(b) 32¢; or

(c) 36¢,

per kilogram.

11.—(1) Where,

(a) the insured person applies therefor in writing on or before the 1st day of May in a crop year; and

(b) the Commission consents in writing,

any established price designated in section 10 may be substituted for the established price selected by the insured person at the time a contract of insurance is made, or any established price substituted in lieu thereof under this section.

(2) Where, upon any renewal, the insured person fails to select an established price under subsection (1), the Commission may designate the established price applicable to the contract for the crop year.

12. The maximum indemnity payable for a loss in production of coloured beans in a crop year is the amount obtained by multiplying the total guaranteed production determined under section 9 by the established price per kilogram determined under section 10.

#### PREMIUM

13.—(1) The total premium is,

(a) \$16.80 per acre where the established price is 28 cents per kilogram;

(b) \$19.20 per acre where the established price is 32 cents per kilogram; and

(c) \$21.50 per acre where the established price is 36 cents per kilogram.

(2) Notwithstanding subsection (1), the minimum premium payable by an insured person in each crop year is \$15.

(3) The premium prescribed by subsections (1) and (2) includes payments in respect of premiums made by the Government of Canada under the *Crop Insurance Act* (Canada).

14.—(1) Where a contract of insurance is in force, a premium shall be paid in respect of each crop year in which the insured person seeds acreage to coloured beans.

(2) Where a premium is payable in respect of a crop year, the insured person shall pay the premium, less the premium deposit, if any, to the Commission at the time he files the final acreage report prescribed by section 15.

#### FINAL ACREAGE REPORT

15.—(1) Every insured person shall file with the Commission in each crop year a final acreage report in Form 3 within ten days after the seeding of acreage to coloured beans is completed.

(2) A final acreage report filed with the Commission shall not be amended without the consent in writing of the Commission.

16.—(1) The Commission may revise the final acreage report in any or all respects and adjust the premium accordingly and, in such case, shall notify the insured person in writing forthwith respecting such revision and adjustment.

(2) The insured person shall be deemed to have agreed with the revision of the final acreage report and adjustment of premium made by the Commission under subsection (1) unless, within ten days from the mailing or delivery of the notification by the Commission, he notifies the Commission in writing that he rejects such revision and adjustment.

(3) Where the Commission receives notice from an insured person under subsection (2), it shall notify

the insured person in writing that the contract of insurance does not apply for the crop year in respect of which the final acreage report was filed and shall refund any premium or premium deposit paid in respect of that crop year.

(4) A final acreage report revised under this section shall, failing notice under subsection (2), constitute the final acreage report for the crop year.

17.—(1) Where an insured person in any crop year fails to file a final acreage report in the form and manner prescribed by this Regulation, the Commission may,

(a) prepare the final acreage report; or

(b) declare the insured acreage to be nil.

(2) Where the Commission prepares a final acreage report under subsection (1), the Commission shall mail or deliver a copy of the report to the insured person.

(3) Every insured person shall pay the premium for the crop year in respect of which a final acreage report is prepared by the Commission within ten days from the mailing or delivery to him of a copy of the report.

#### FINAL SEEDING DATE

18. For the purposes of this plan, the final date for seeding coloured beans in a crop year is the 1st day of July or such other date as may be determined from time to time by the Commission.

19. All acreage seeded to coloured beans shall be insured under one contract.

O. Reg. 304/73, Sched.; O. Reg. 360/74, ss. 1-7; O. Reg. 347/75, ss. 1-8; O. Reg. 108/77, ss. 1, 2; O. Reg. 151/77, s. 1; O. Reg. 262/78, ss. 1-5; O. Reg. 67/79, ss. 1-5; O. Reg. 28/80, ss. 1, 2; O. Reg. 286/80, ss. 1, 2.

TABLE

Indemnity Dollars Per Acre	GUARANTEED PRODUCTION (Crops listed in order of Priority)					
	1. Corn	2. Soybeans	3. White Beans	4. Spring Grain	5. Coloured Beans	6. .....
	(Bushels per acre)	(Bushels per acre)	(Pounds per acre)	(Pounds per acre)	(Pounds per acre)	
\$ 9.00	Up to 25			Up to 750		
9.45	26			751-780		
9.90	27			781-810		
10.35	28			811-840		
10.80	29			841-870		
11.25	30			871-900		
11.70	31			901-930		
12.15	32			931-960		
12.60	33			961-990		
13.05	34			991-1020		
13.50	35	Up to 10.0	Up to 500	1021-1050	Up to 500	
13.95	36	10.1-10.4	501-520	1051-1080	501-520	
14.40	37	10.5-10.8	521-540	1081-1110	521-540	
14.85	38	10.9-11.2	541-560	1111-1140	541-560	
15.30	39	11.3-11.6	561-580	1141-1170	561-580	
15.75	40	11.7-12.0	581-600	1171-1200	581-600	
16.20	41	12.1-12.4	601-620	1201-1230	601-620	
16.65	42	12.5-12.8	621-640	1231-1260	621-640	
17.10	43	12.9-13.2	641-660	1261-1290	641-660	
17.55	44	13.3-13.6	661-680	1291-1320	661-680	
18.00	45	13.7-14.0	681-700	1321-1350	681-700	
18.45	46	14.1-14.4	701-720	1351-1380	701-720	
18.90	47	14.5-14.8	721-740	1381-1410	721-740	
19.35	48	14.9-15.2	741-760	1411-1440	741-760	
19.80	49	15.3-15.6	761-780	1441-1470	761-780	

GUARANTEED PRODUCTION  
(Crops listed in order of Priority)

Indemnity Dollars Per Acre	1. Corn	2. Soybeans	3. White Beans	4. Spring Grain	5. Coloured Beans	6. .....
	(Bushels per acre)	(Bushels per acre)	(Pounds per acre)	(Pounds per acre)	(Pounds per acre)	
\$ 20.25	50	15.7-16.0	781-800	1471-1500	781-800	
20.70	51	16.1-16.4	801-820	1501-1530	801-820	
21.15	52	16.5-16.8	821-840	1531-1560	821-840	
21.60	53	16.9-17.2	841-860	1561-1590	841-860	
22.05	54	17.3-17.6	861-880	1591-1620	861-880	
22.50	55	17.7-18.0	881-900	1621-1650	881-900	
22.95	56	18.1-18.4	901-920	1651-1680	901-920	
23.40	57	18.5-18.8	921-940	1681-1710	921-940	
23.85	58	18.9-19.2	941-960	1711-1740	941-960	
24.30	59	19.3-19.6	961-980	1741-1770	961-980	
24.75	60	19.7-20.0	981-1000	1771-1800	981-1000	
25.20	61	20.1-20.4	1001-1020	1801-1830	1001-1020	
25.65	62	20.5-20.8	1021-1040	1831-1860	1021-1040	
26.10	63	20.9-21.2	1041-1060	1861-1890	1041-1060	
26.55	64	21.3-21.6	1061-1080	1891-1920	1061-1080	
27.00	65	21.7-22.0	1081-1100	1921-1950	1081-1100	
27.45	66	22.1-22.4	1101-1120	1951-1980	1101-1120	
27.90	67	22.5-22.8	1121-1140	1981-2010	1121-1140	
28.35	68	22.9-23.2	1141-1160	2011-2040	1141-1160	
28.80	69	23.3-23.6	1161-1180	2041-2070	1161-1180	
29.25	70	23.7-24.0	1181-1200	2071-2100	1181-1200	
29.70	71	24.1-24.4	1201-1220	2101-2130	1201-1220	
30.15	72	24.5-24.8	1221-1240	2131-2160	1221-1240	
30.60	73	24.9-25.2	1241-1260	2161-2190	1241-1260	
31.05	74	25.3-25.6	1261-1280	2191-2220	1261-1280	
31.50	75	25.7-26.0	1281-1300	2221-2250	1281-1300	
31.95	76	26.1-26.4	1301-1320	2251-2280	1301-1320	

Indemnity Dollars Per Acre	GUARANTEED PRODUCTION (Crops listed in order of Priority)					
	1. Corn	2. Soybeans	3. White Beans	4. Spring Grain	5. Coloured Beans	6. ....
	(Bushels per acre)	(Bushels per acre)	(Pounds per acre)	(Pounds per acre)	(Pounds per acre)	
\$ 32.40	77	26.5-26.8	1321-1340	2281-2310	1321-1340	
32.85	78	26.9-27.2	1341-1360	2311-2340	1341-1360	
33.30	79	27.3-27.6	1361-1380	2341-2370	1361-1380	
33.75	80	27.7-28.0	1381-1400	2371-2400	1381-1400	
34.20	81	28.1-28.4	1401-1420	2401-2430	1401-1420	
34.65	82	28.5-28.8	1421-1440	2431-2460	1421-1440	
35.10	83	28.9-29.2	1441-1460	2461-2490	1441-1460	
35.55	84	29.3-29.6	1461-1480	2491-2520	1461-1480	
36.00	85	29.7-30.0	1481-1500	2521-2550	1481-1500	
	or more	or more	or more	or more	or more	

O. Reg. 506/76, s. 1; O. Reg. 286/80, s. 3.

Form 1

*Crop Insurance Act (Ontario)*

COLOURED BEAN ENDORSEMENT

WHEREAS the insured person has applied for crop insurance for coloured beans under The Ontario Crop Insurance Plan for Coloured Beans, hereinafter referred to as "the plan", and has paid the deposit premium prescribed thereunder;

NOW THEREFORE, subject to the *Crop Insurance Act (Ontario)* and the regulations made thereunder, the contract of insurance between The Crop Insurance Commission of Ontario and the insured person is hereby extended to cover coloured beans.

HARVESTING OF SEEDED ACREAGE

1.—(1) All acreage seeded to coloured beans in a crop year shall be harvested as coloured beans unless the Commission, upon application therefor in writing, consents in writing to,

- (a) the use of the seeded acreage or any part thereof for another purpose; or
- (b) the abandonment or destruction of the insured crop or any part thereof.

(2) Where the harvesting of any seeded acreage is not completed and the failure to harvest was not caused by an insured peril, the contract of insurance shall cease to apply to such unharvested acreage and no indemnity shall be payable therefor.

EVALUATION OF LOSS

2.—(1) Where,

- (a) the insured so elects on his application for insurance and pays a premium deposit of \$1 for each acre intended to be sown to a spring sown crop; and
- (b) the seeding or planting of three acres or more of a crop is prevented by one or more of the designated perils,

an indemnity shall be paid in respect of each acre unplanted, the amount of which shall correspond to the guaranteed production of the spring sown crop highest in priority on the list in the Table of those intended to be grown and insured by the insured person.

(2) Where the insured person seeds or plants a crop in respect of which crop production insurance was applied for, the premium deposit for the acreage

so seeded or planted shall be applied against the regular premium.

(3) Where the insured person seeds or plants a crop which is not listed in the Table, the premium deposit in respect of such acreage shall be refunded.

(4) Where the insured person seeds or plants a crop which is listed in the Table and fails to insure the crop, the premium deposit in respect of acreage so planted shall be retained by the Commission as payment for the coverage provided.

(5) Where the insured person is unable to seed or plant acreage designated on the application as intended to be sown to a spring sown crop, the premium deposit in respect of such acreage shall be retained by the Commission as part payment for the coverage provided and the insured person shall pay the balance of premium in the amount of \$1 for each acre unseeded or unplanted.

(6) This paragraph does not apply to, and no indemnity is payable in respect of any land,

- (a) that is orchard land, pasture, woodland, seeded to a perennial crop, fall sown or intended for summer fallow; or
- (b) that is untilled and was not cropped in the previous year; or
- (c) that, in the opinion of the Commission, is not insurable.

3.—(1) Where loss or damage to three acres or more of the insured crop resulting from an insured peril occurs prior to the 1st day of July in the crop year, the Commission, upon application therefor in writing by the insured person, may consent in writing to the reseeded of the damaged acreage.

(2) Where the damaged acreage is reseeded in accordance with subparagraph (1), the Commission shall pay a supplementary benefit to the insured person calculated at the rate of \$30 for each reseeded acre.

(3) Where the damaged acreage is reseeded to coloured beans, the contract of insurance shall continue to apply to such reseeded acreage.

4.—(1) Where loss or damage occurs prior to harvest, the Commission, upon application therefor in writing by the insured person, may consent in writing to the use of the damaged acreage for any other purpose or to the abandonment or destruction of the insured crop on such damaged acreage and, in such case, the Commission shall determine the number of damaged acres and the potential production thereof.

(2) Where the damaged acreage is used for any other purpose or the insured crop thereon is abandoned or destroyed in accordance with subparagraph (1), the amount of loss that shall be taken into account in the final adjustment of loss in

respect of the total seeded acreage shall be calculated by multiplying the difference between the guaranteed production for the damaged acreage and the potential production for the damaged acreage determined under subparagraph (1) by the established price per kilogram.

(3) Where damaged acreage is not used for any other purpose or the crop thereon is not abandoned or destroyed after the Commission has consented thereto, the amount of loss calculated under subparagraph (2) shall not be taken into account in the final adjustment of loss.

(4) Where the actual production of the harvested acreage is less than the guaranteed production for such acreage, the amount of loss that shall be taken into account in the final adjustment of loss in respect of the total seeded acreage shall be calculated by multiplying the difference between the guaranteed production and the actual production by the established price per kilogram.

(5) Where the damaged or foreign material content of the insured crop exceeds 2 per cent, the actual production thereof shall be deemed to be reduced in an amount to be determined by the Commission to compensate the insured person for the cost of removal of pick.

#### FINAL ADJUSTMENT OF LOSS FOR TOTAL INSURED ACREAGE

5. The indemnity payable with respect to the total insured acreage in the final adjustment of loss shall be the sum of all loss calculations made under paragraphs 2, 3 and 4 applicable to such acreage, but where,

- (a) the actual production of any harvested acreage; or
- (b) the potential production of any unharvested acreage,

exceeds the guaranteed production of such acreage, the indemnity otherwise payable in respect of loss calculations made under paragraph 4 shall be reduced by the amount obtained by multiplying such excess by the established price per kilogram.

#### INCORRECT ACREAGE IN FINAL ACREAGE REPORT

6.—(1) Where the actual seeded acreage of coloured beans in a crop year is less than the seeded acreage declared on the final acreage report, the guaranteed production and the amount of insurance shall be reduced proportionately.

(2) Where the actual seeded acreage of coloured beans in a crop year exceeds the seeded acreage declared on the final acreage report, the production from the total seeded acreage shall be counted and there shall be no increase in the total guaranteed

production or the maximum amount of indemnity payable.

IN WITNESS WHEREOF The Crop Insurance Commission of Ontario has caused this endorsement to be signed by its general manager but the same shall not be binding upon the Commission until countersigned by a duly authorized representative thereof.

Countersigned and dated at.....

this.....day of....., 19....

Duly Authorized  
Representative

General Manager

O. Reg. 304/73, Form 1; O. Reg. 508/73, s. 1;  
O. Reg. 360/74, s. 8 (1-8); O. Reg. 347/75, s. 10;  
O. Reg. 108/77, s. 3; O. Reg. 67/79, s. 6;  
O. Reg. 286/80, s. 4.

Form 2

*Crop Insurance Act (Ontario)*

APPLICATION FOR CROP INSURANCE

To: The Crop Insurance Commission of Ontario:

Contract No.

Name of Insured

Address

City

Postal Code

Telephone No.

(The Applicant must be either an owner-operator or a tenant-operator. An operator is one who controls or directs the operation of the farm.)

HOME FARM

County

Township

Lot No.

Concession No.

applies for crop insurance under the *Crop Insurance Act (Ontario)* and the regulations and in support of this application the following facts are stated:

Number of Acres: Owned ☐ Rented ☐ Other ☐

Years growing crop(s) applied for:.....

Fertilizer:.....

Drainage: Systematic ☐ Tiled in low runs ☐ Naturally drained ☐ Undrained ☐

Planting—To be completed by: Own equipment ☐ Shared equipment ☐ Custom operator ☐

Weed Control—To be completed by: Own equipment ☐ Shared equipment ☐ Custom operator ☐

Harvesting—To be completed by: Own equipment ☐ Shared equipment ☐ Custom operator ☐

Full-time farmer: Yes ☐ No ☐ If no, state other occupation .....

Name of Bank: ..... Branch: .....

Type of farming operation: .....



Reseeded Acres		No. of Acres Reseeded	Premium per acre (if any)			
From (Crop)	To (Crop)					
			×	\$	\$	
Pre-plant Coverage . . . . . acres is \$ . . . . . per acre						
Unseeded acres			×	\$2	=	\$
Insurable acres seeded but not insured			×	\$1	=	\$
					TOTAL	\$
Subtract Pre-plant or Premium Deposit —						\$
Balance of Premium Payable						\$

This form together with your payment for the balance of premium (amount shown above) must be returned to your agent immediately upon completion of seeding spring crops.

I hereby assign my right to indemnity under this contract as follows:	
Crop(s)	
Assigned to:	

A formal acknowledgement of premium payment and insurance coverage will be mailed to you.

County (home farm)	Township (home farm)	Lot No.	Con. No.	Telephone No.

I acknowledge receipt of  
above premium balance:

The information set forth in  
this report is true and correct.

.....  
(signature of agent)

.....  
(signature of insured person)

.....  
(date)

O. Reg.286/80, s. 6.

## REGULATION 205

under the Crop Insurance Act (Ontario)

### CROP INSURANCE PLAN FOR CORN

1. The plan in the Schedule is established for the insurance within Ontario of corn. O. Reg. 187/72, s. 1.

#### Schedule

*Crop Insurance Act (Ontario)*

#### PLAN

1. This plan may be cited as "The Ontario Crop Insurance Plan for Corn".

2. The purpose of this plan is to provide for insurance against a loss in the production of corn resulting from one or more of the perils designated in section 4.

#### INTERPRETATION

3. In this plan,

- (a) "average farm yield" means the average of previous yields of the seeded acreage computed on the basis of acreage production records of the insured person or on such other basis as the Commission approves;
- (b) "bushel" means 56 pounds of shelled corn, the kernel moisture content of which does not exceed 15.5 per cent;
- (c) "corn" means corn for the purpose of harvesting as corn silage or grain corn, but does not include sweet corn or pop corn;
- (d) "corn silage" means silage produced from whole corn plants;
- (e) "grain corn" means shelled corn or ear corn.

#### DESIGNATION OF PERILS

4. The following are designated as perils for the purposes of this plan:

- 1. Drought.
- 2. Excessive moisture.
- 3. Excessive rainfall.

- 4. Flood.
- 5. Frost.
- 6. Hail.
- 7. Insect infestation.
- 8. Plant disease.
- 9. Wildlife.
- 10. Wind.

#### DESIGNATION OF CROP YEAR

5. The crop year for corn is the period from the 1st day of March in any year to the 30th day of June in the calendar year next following.

#### CONTRACT OF INSURANCE

6. For the purposes of this plan, the entire contract of insurance for corn shall be deemed to be comprised of,

- (a) the contract of insurance in the form prescribed by Regulation 231 of Revised Regulations of Ontario, 1980;
- (b) an endorsement for corn in Form 2;
- (c) the application for insurance;
- (d) the final acreage report for each crop year; and
- (e) an amendment to any document referred to in clause (a), (b), (c) or (d) agreed upon in writing.

7. An application for insurance shall,

- (a) be in Form 1;
- (b) be accompanied by a premium deposit of,
  - (i) \$1 per acre, or
  - (ii) \$15,

whichever is the greater; and

- (c) be filed with the Commission not later than,

- (i) the 1st day of May, or
- (ii) for areas north of and including Manitoulin, Parry Sound and Haliburton, the 15th day of May,

in the crop year in respect of which it is made.

#### DURATION OF CONTRACT

8.—(1) A contract of insurance shall be in force for the crop year in respect of which it is made, and shall continue in force for each crop year thereafter until it is cancelled by the insured person or the Commission in the manner prescribed by subsection (2) or is terminated in accordance with the regulations.

(2) A contract of insurance may be cancelled by the insured person or the Commission by notice in writing to the other party on or before the 1st day of May in the crop year during which the cancellation is to be effective.

#### COVERAGE

9.—(1) Subject to subsections (2) and (3), the coverage provided under a contract of insurance shall be 70 per cent of the average farm yield in bushels or tons of the total acreage seeded to corn by the insured person in accordance with the regulations.

(2) The coverage provided under subsection (1) shall be increased following each consecutive no claim year as follows:

1. Following the first no claim year to 73 per cent of the average farm yield.
2. Following the second no claim year to 76 per cent of the average farm yield.
3. Following the third no claim year to 78 per cent of the average farm yield.
4. Following the fourth no claim year to a maximum of 80 per cent of the average farm yield.

(3) The coverage provided under subsections (1) and (2) shall be decreased for claim years from the insured level in reverse progression to that prescribed by subsection (2), except that where a claim occurs in a year when the coverage is 70 per cent, the coverage shall be reduced to a minimum of 65 per cent.

(4) Where, in any year, a claim is paid in an amount less than half of the total premium for that year, the coverage for the following year shall remain unchanged.

(5) For the purposes of this plan, six bushels of grain corn are deemed to be the equivalent of one ton of corn silage.

(6) The number of bushels or tons determined under subsections (1), (2) and (3) constitutes the total guaranteed production under a contract of insurance.

10. The maximum indemnity payable for a loss in production of corn is the amount obtained by multiplying the product of the guaranteed production per acre determined under section 9 and the number of acres intended for harvesting as grain corn or corn silage by the established price determined under section 11.

11.—(1) For the purposes of this plan the established price for grain corn is,

(a) \$2; or

(b) \$2.50,

per bushel.

(2) Where,

(a) the insured person applies therefor in writing on or before the 1st day of May in a crop year; and

(b) the Commission consents in writing,

any established price designated herein may be substituted for the established price selected by the insured person at the time a contract of insurance is made, or any established price substituted in lieu thereof under this section.

(3) Where, upon any renewal, the insured person fails to select an established price pursuant to subsection (2), the Commission may designate the established price applicable to the contract for the crop year.

#### PREMIUMS

12.—(1) The total premium is,

(a) \$9.20 per acre where the established price is \$2 per bushel; and

(b) \$11.40 per acre where the established price is \$2.50 per bushel.

(2) Notwithstanding subsection (1), the minimum premium payable by an insured person in each crop year is \$15.

(3) The premium prescribed by subsections (1) and (2) includes payments in respect of premiums made by the Government of Canada under the *Crop Insurance Act* (Canada).

13.—(1) Where a contract of insurance is in force, a premium shall be paid in respect of each crop

year in which the insured person seeds acreage to corn.

(2) Where a premium is payable in respect of a crop year, the insured person shall pay the premium, less the premium deposit, if any, to the Commission at the time he files the final acreage report prescribed by section 14.

#### FINAL ACREAGE REPORTS

14.—(1) Every insured person shall file with the Commission in each crop year a final acreage report in Form 3 within ten days after seeding is completed or within such other time as may be determined by the Commission.

(2) A final acreage report filed with the Commission shall not be amended without the consent in writing of the Commission.

15.—(1) The Commission may revise the final acreage report in any or all respects and adjust the premium accordingly and, in such case, shall notify the insured person in writing forthwith respecting such revision and adjustment.

(2) The insured person shall be deemed to have agreed with the revision of the final acreage report and adjustment of premium made by the Commission under subsection (1) unless, within ten days from the mailing or delivery of the notification by the Commission, he notifies the Commission in writing that he rejects such revision and adjustment.

(3) Where the Commission receives notice from an insured person under subsection (2), it shall notify the insured person in writing that the contract of insurance does not apply for the crop year in respect of which the final acreage report was filed and shall

refund any premium or premium deposit paid in respect of that crop year.

(4) A final acreage report revised under this section shall, failing notice under subsection (2), constitute the final acreage report for the crop year.

16.—(1) Where an insured person in any crop year fails to file a final acreage report in the form and manner prescribed by this Regulation, the Commission may,

(a) prepare the final acreage report; or

(b) declare the insured acreage to be nil.

(2) Where the Commission prepares a final acreage report under subsection (1), the Commission shall mail or deliver a copy of the report to the insured person.

(3) Every insured person shall pay the premium for the crop year in respect of which a final acreage report is prepared by the Commission within ten days from the mailing or delivery to him of a copy of the report.

#### FINAL SEEDING DATE

17. For the purposes of this plan the final date for seeding corn in a crop year is the 1st day of July or such other date as may be determined from time to time by the Commission.

O. Reg. 187/72, Sched.; O. Reg. 115/73, ss. 1-6; O. Reg. 259/73, s. 1 (1-3); O. Reg. 396/74, ss. 1-7; O. Reg. 344/75, ss. 1-6; O. Reg. 218/76, ss. 1, 2; O. Reg. 111/77, ss. 1-3; O. Reg. 177/78, ss. 1-3; O. Reg. 32/80, ss. 1-3; O. Reg. 289/80, s. 1.

TABLE

Indemnity Dollars Per Acre	GUARANTEED PRODUCTION (Crops listed in order of Priority)					
	1. Corn	2. Soybeans	3. White Beans	4. Spring Grain	5. Coloured Beans	6. .....
	(Bushels per acre)	(Bushels per acre)	(Pounds per acre)	(Pounds per acre)	(Pounds per acre)	
\$ 9.00	Up to 25			Up to 750		
9.45	26			751-780		
9.90	27			781-810		
10.35	28			811-840		
10.80	29			841-870		
11.25	30			871-900		
11.70	31			901-930		
12.15	32			931-960		
12.60	33			961-990		
13.05	34			991-1020		
13.50	35	Up to 10.0	Up to 500	1021-1050	Up to 500	
13.95	36	10.1-10.4	501-520	1051-1080	501-520	
14.40	37	10.5-10.8	521-540	1081-1110	521-540	
14.85	38	10.9-11.2	541-560	1111-1140	541-560	
15.30	39	11.3-11.6	561-580	1141-1170	561-580	
15.75	40	11.7-12.0	581-600	1171-1200	581-600	
16.20	41	12.1-12.4	601-620	1201-1230	601-620	
16.65	42	12.5-12.8	621-640	1231-1260	621-640	
17.10	43	12.9-13.2	641-660	1261-1290	641-660	
17.55	44	13.3-13.6	661-680	1291-1320	661-680	
18.00	45	13.7-14.0	681-700	1321-1350	681-700	
18.45	46	14.1-14.4	701-720	1351-1380	701-720	
18.90	47	14.5-14.8	721-740	1381-1410	721-740	
19.35	48	14.9-15.2	741-760	1411-1440	741-760	
19.80	49	15.3-15.6	761-780	1441-1470	761-780	

Indemnity Dollars Per Acre	GUARANTEED PRODUCTION (Crops listed in order of Priority)					
	1. Corn	2. Soybeans	3. White Beans	4. Spring Grain	5. Coloured Beans	6. .....
	(Bushels per acre)	(Bushels per acre)	(Pounds per acre)	(Pounds per acre)	(Pounds per acre)	
\$ 20.25	50	15.7-16.0	781-800	1471-1500	781-800	
20.70	51	16.1-16.4	801-820	1501-1530	801-820	
21.15	52	16.5-16.8	821-840	1531-1560	821-840	
21.60	53	16.9-17.2	841-860	1561-1590	841-860	
22.05	54	17.3-17.6	861-880	1591-1620	861-880	
22.50	55	17.7-18.0	881-900	1621-1650	881-900	
22.95	56	18.1-18.4	901-920	1651-1680	901-920	
23.40	57	18.5-18.8	921-940	1681-1710	921-940	
23.85	58	18.9-19.2	941-960	1711-1740	941-960	
24.30	59	19.3-19.6	961-980	1741-1770	961-980	
24.75	60	19.7-20.0	981-1000	1771-1800	981-1000	
25.20	61	20.1-20.4	1001-1020	1801-1830	1001-1020	
25.65	62	20.5-20.8	1021-1040	1831-1860	1021-1040	
26.10	63	20.9-21.2	1041-1060	1861-1890	1041-1060	
26.55	64	21.3-21.6	1061-1080	1891-1920	1061-1080	
27.00	65	21.7-22.0	1081-1100	1921-1950	1081-1100	
27.45	66	22.1-22.4	1101-1120	1951-1980	1101-1120	
27.90	67	22.5-22.8	1121-1140	1981-2010	1121-1140	
28.35	68	22.9-23.2	1141-1160	2011-2040	1141-1160	
28.80	69	23.3-23.6	1161-1180	2041-2070	1161-1180	
29.25	70	23.7-24.0	1181-1200	2071-2100	1181-1200	
29.70	71	24.1-24.4	1201-1220	2101-2130	1201-1220	
30.15	72	24.5-24.8	1221-1240	2131-2160	1221-1240	
30.60	73	24.9-25.2	1241-1260	2161-2190	1241-1260	
31.05	74	25.3-25.6	1261-1280	2191-2220	1261-1280	
31.50	75	25.7-26.0	1281-1300	2221-2250	1281-1300	
31.95	76	26.1-26.4	1301-1320	2251-2280	1301-1320	

Indemnity Dollars Per Acre	GUARANTEED PRODUCTION (Crops listed in order of Priority)					
	1. Corn	2. Soybeans	3. White Beans	4. Spring Grain	5. Coloured Beans	6. ....
	(Bushels per acre)	(Bushels per acre)	(Pounds per acre)	(Pounds per acre)	(Pounds per acre)	
\$ 32.40	77	26.5-26.8	1321-1340	2281-2310	1321-1340	
32.85	78	26.9-27.2	1341-1360	2311-2340	1341-1360	
33.30	79	27.3-27.6	1361-1380	2341-2370	1361-1380	
33.75	80	27.7-28.0	1381-1400	2371-2400	1381-1400	
34.20	81	28.1-28.4	1401-1420	2401-2430	1401-1420	
34.65	82	28.5-28.8	1421-1440	2431-2460	1421-1440	
35.10	83	28.9-29.2	1441-1460	2461-2490	1441-1460	
35.55	84	29.3-29.6	1461-1480	2491-2520	1461-1480	
36.00	85	29.7-30.0	1481-1500	2521-2550	1481-1500	
	or more	or more	or more	or more	or more	

O. Reg. 502/76, s. 1; O. Reg. 289/80, s. 2.

Form 1

Crop Insurance Act (Ontario)

APPLICATION FOR CROP INSURANCE

To: The Crop Insurance Commission of Ontario:

.....  
Contract No. Name of Insured

.....  
Address

.....  
City Postal Code Telephone No.

(The Applicant must be either an owner-operator or a tenant-operator. An operator is one who controls or directs the operation of the farm.)

HOME FARM

.....  
County Township Lot No. Concession No.

applies for crop insurance under the *Crop Insurance Act (Ontario)* and the regulations and in support of this application the following facts are stated:

Number of Acres:    Owned   ☐                      Rented   ☐                      Other   ☐

Years growing crop(s) applied for: .....

Fertilizer: .....

Drainage:                      Systematic ☐    Tiled in low runs   ☐    Naturally drained   ☐    Undrained                      ☐

Planting—To be completed by:      Own equipment   ☐    Shared equipment   ☐    Custom operator   ☐

Weed Control—To be completed by: Own equipment   ☐    Shared equipment   ☐    Custom operator   ☐

Harvesting—To be completed by:    Own equipment   ☐    Shared equipment   ☐    Custom operator   ☐

Full-time farmer: Yes ☐      No ☐      If no, state other occupation .....

Name of Bank: .....                      Branch: .....

Type of farming operation: .....

For new contracts and endorsements only	To be completed by agent	NOTE: a premium deposit of \$15 is required for each crop plan if pre-plant coverage is not applied for	
Crop(s)	Average Farm Yield	Price Option	No. Acres

If pre-plant coverage is selected, coverage per acre is 

\$

NOTE: A premium deposit must accompany this application. Complete section A or B.

A. Pre-plant: (All spring sown/planted acres must be included)

Deposit: 

\$1

 × 

acres

 = 

\$

B. Premium Deposit: (All intended insured acres must be included)

Deposit: 

\$1

 × 

acres

 = 

\$

I acknowledge receipt of above premium deposit.

.....

(signature of agent)

.....

(date)

.....

(signature of applicant)

## Form 2

*Crop Insurance Act (Ontario)*

## CORN ENDORSEMENT

WHEREAS the insured person has applied for crop insurance for corn under The Ontario Crop Insurance Plan for Corn, hereinafter referred to as "the plan", and has paid the deposit premium prescribed thereunder;

NOW THEREFORE, subject to the *Crop Insurance Act (Ontario)* and the regulations made thereunder, the contract of insurance between The Crop Insurance Commission of Ontario and the insured person is hereby extended to cover corn.

## HARVESTING OF SEEDED ACREAGE

1.—(1) All acreage seeded to corn shall be harvested as corn silage or grain corn unless the Commission, upon application therefor in writing, consents in writing to,

- (a) the use of the seeded acreage or any part thereof for another purpose;
- (b) the abandonment or destruction of the insured crop or any part thereof; or
- (c) the harvest of any insured acreage prior to the 5th day of September in any crop year.

(2) Where the harvesting of any seeded acreage is not completed and the failure to harvest was not caused by an insured peril, the contract of insurance shall cease to apply to such unharvested acreage and no indemnity shall be payable therefor.

## EVALUATION OF LOSS

2.—(1) Where,

- (a) the insured person so elects on his application for insurance and pays a premium deposit of \$1 for each acre intended to be sown to a spring sown crop; and
- (b) the seeding or planting of three acres or more of a crop is prevented by one or more of the designated perils,

an indemnity shall be paid in respect of each acre unplanted, the amount of which shall correspond to the guaranteed production of the spring sown crop highest in priority on the list in the Table of those intended to be grown and insured by the insured person.

(2) Where the insured person seeds or plants a crop in respect of which crop production insurance was applied for, the premium deposit for the acreage

so seeded or planted shall be applied against the regular premium.

(3) Where the insured person seeds or plants a crop which is not listed in the Table, the premium deposit in respect of such acreage shall be refunded.

(4) Where the insured person seeds or plants a crop which is listed in the Table and fails to insure the crop, the premium deposit in respect of acreage so planted shall be retained by the Commission as payment for the coverage provided.

(5) Where the insured person is unable to seed or plant acreage designated on the application as intended to be sown to a spring sown crop, the premium deposit in respect of such acreage shall be retained by the Commission as part payment for the coverage provided and the insured person shall pay the balance of premium in the amount of \$1 for each acre unseeded or unplanted.

(6) This paragraph does not apply to, and no indemnity is payable in respect of land,

- (a) that is orchard land, pasture, woodland, seeded to a perennial crop, fall sown or intended for summer fallow;
- (b) that is untilled and was not cropped in the previous year; or
- (c) that, in the opinion of the Commission, is not insurable.

3.—(1) Where loss or damage to three acres or more of the insured crop resulting from an insured peril occurs prior to the 1st day of July in the crop year, the Commission, upon application therefor in writing by the insured person, may consent in writing to the reseeded of the damaged acreage.

(2) Where the damaged acreage is reseeded in accordance with subparagraph (1), the Commission shall pay a supplementary benefit to the insured person calculated at the rate of \$15 for each reseeded acre.

(3) Where the damaged acreage is reseeded to corn, the contract of insurance shall continue to apply to such reseeded acreage.

4.—(1) Where loss or damage occurs prior to harvest, the Commission, upon application therefor in writing by the insured person, may consent in writing to the use of the damaged acreage for any other purpose or to the abandonment or destruction of the insured crop on such damaged acreage and, in such case, the Commission shall determine the number of damaged acres and the potential production thereof.

(2) Where damaged acreage is used for any other purpose or the insured crop thereon is abandoned or destroyed in accordance with subparagraph (1), the amount of loss that shall be taken into account in the final adjustment of loss in respect of the total seeded acreage shall be calculated by multiplying the difference between the guaranteed production for the damaged acreage and the potential production for the damaged acreage determined under subparagraph (1) by the established price.

(3) Where damaged acreage is not used for any other purpose or the crop thereon is not abandoned or destroyed after the Commission has consented thereto, the amount of loss calculated under subparagraph (2) shall not be taken into account in the final adjustment of loss.

(4) Where the actual production of the harvested acreage is less than the guaranteed production for such acreage, the amount of loss that shall be taken into account in the final adjustment of loss in respect of the total seeded acreage shall be calculated by multiplying the difference between the guaranteed production and the actual production by the established price.

FINAL ADJUSTMENT OF LOSS FOR  
TOTAL INSURED ACREAGE

5. The indemnity payable with respect to the total insured acreage in the final adjustment of loss shall be the sum of all loss calculations made under paragraphs 2, 3 and 4 applicable to such acreage, but where,

(a) the actual production of any harvested acreage; or

(b) the potential production of any unharvested acreage,

exceeds the guaranteed production of such acreage, the indemnity otherwise payable in respect of loss calculations made under paragraph 4 shall be reduced by the amount obtained by multiplying such excess by the established price.

INCORRECT ACREAGE IN FINAL ACREAGE  
REPORT

6.—(1) Where the actual seeded acreage of corn in a crop year is less than the seeded acreage declared on the final acreage report, the guaranteed production and the amount of insurance shall be reduced proportionately.

(2) Where the actual seeded acreage of corn in a crop year exceeds the seeded acreage declared on the final acreage report, the total guaranteed production shall remain unchanged.

IN WITNESS WHEREOF The Crop Insurance Commission of Ontario has caused this endorsement to be signed by its general manager but the same shall not be binding upon the Commission until countersigned by a duly authorized representative thereof.

Countersigned and dated at . . . . .

this . . . . . day of . . . . ., 19 . . . .

.....	.....
Duly Authorized Representative	General Manager

O. Reg. 344/75, s. 8; O. Reg. 111/77, s. 4; O. Reg. 177/78, s. 4; O. Reg. 32/80, s. 4; O. Reg. 289/80, s. 4.

Form 3

Crop Insurance Act (Ontario)

FINAL ACREAGE REPORT

CONTRACT NO.

Pursuant to your renewal notice and application for insurance, your average farm yield and insurance coverage have been calculated as follows:

PREMIUM CALCULATIONS

Crop	Average Farm Yield	% Coverage	Insurance Guarantee per Acre	Price Option	Total Acres Seeded	×	Premium per Acre	Gross Premium
							\$	\$
							\$	\$
							\$	\$
							\$	\$
Reseeded Acres					No. of Acres Reseeded	×	Premium per acre (if any)	
From (Crop)		To (Crop)						
							\$	\$

Pre-plant Coverage . . . . . acres is \$ . . . . . per acre

Unseeded acres  × \$2 =

Insurable acres seeded but not insured  × \$1 =

TOTAL

Subtract Pre-plant or Premium Deposit —

Balance of Premium Payable

This form together with your payment for the balance of premium (amount shown above) must be returned to your agent immediately upon completion of seeding spring crops.

I hereby assign my right to indemnity under this contract as follows:	
Crop(s)	
Assigned to:	

A formal acknowledgement of premium payment and insurance coverage will be mailed to you.

County (home farm)	Township (home farm)	Lot No.	Con. No.	Telephone No.

I acknowledge receipt of  
above premium balance:

The information set forth in  
this report is true and correct.

.....  
(signature of agent)

.....  
(signature of insured person)

.....  
(date)



## REGULATION 206

under the Crop Insurance Act (Ontario)

### CROP INSURANCE PLAN FOR FLUE-CURED TOBACCO

1. The plan in the Schedule is established for the insurance within Ontario of flue-cured tobacco. O. Reg. 678/76, s. 1.

#### Schedule

*Crop Insurance Act (Ontario)*

#### PLAN

1. This plan may be cited as "The Ontario Crop Insurance Plan for Flue-cured Tobacco".

2. The purpose of this plan is to provide for insurance against a loss resulting from one or more of the perils designated in section 4.

#### INTERPRETATION

3. In this plan,

- (a) "allotted poundage" means the total number of pounds of tobacco authorized by The Ontario Flue-cured Tobacco Growers' Marketing Board to be marketed by the insured person for the crop year;
- (b) "contract price" means the minimum average price per pound agreed upon by The Ontario Flue-cured Tobacco Growers' Marketing Board and the processors;
- (c) "flue-cured tobacco" means tobacco grown in Ontario under authorization of The Ontario Flue-cured Tobacco Growers' Marketing Board.

#### DESIGNATION OF PERILS

4. The following are designated as perils for the purposes of this plan:

- 1. Drought.
- 2. Excessive moisture.
- 3. Excessive rainfall.
- 4. Flood.
- 5. Frost.
- 6. Hail.

7. Insect infestation.

8. Plant disease.

9. Wind.

#### DESIGNATION OF CROP YEAR

5. The crop year for flue-cured tobacco is the period from the 1st day of March in any year to the 31st day of May in the calendar year next following.

#### CONTRACT OF INSURANCE

6. For the purposes of this plan, the entire contract of insurance for flue-cured tobacco shall be deemed to be comprised of,

- (a) the contract of insurance in the form prescribed by Regulation 231 of Revised Regulations of Ontario, 1980;
- (b) an endorsement for flue-cured tobacco in Form 1;
- (c) the application for insurance in Form 2;
- (d) the final allotment report in Form 3; and
- (e) an amendment to any document referred to in clause (a), (b), (c) or (d) agreed upon in writing.

7. An application for insurance shall,

- (a) be in Form 2;
- (b) be accompanied by a premium deposit of at least \$100 unless the applicant authorizes payment of the premium by The Ontario Flue-cured Tobacco Growers' Marketing Board; and
- (c) be filed with the Commission not later than the 1st day of May first occurring in the crop year in respect of which it is made or not later than such other date as may be determined from time to time by the Commission.

#### DURATION OF CONTRACT

8.—(1) A contract of insurance shall be in force for the crop year in respect of which it is made unless it is terminated in accordance with the regulations.

(2) Notwithstanding subsection (1), the contract does not insure against and no indemnity shall be paid in respect of any loss or damage which occurs prior to noon on the 20th day of May first occurring in the crop year.

#### COVERAGE

9. The coverage provided in each crop year under Section A or B of the endorsement shall be computed by the Commission and shall not exceed 80 per cent of the allotted poundage multiplied by 50 per cent of the contract price.

#### LIABILITY

10. The maximum amount for which the Commission is liable for a loss under a contract of insurance shall be the amount obtained by multiplying 80 per cent of the allotted poundage by the contract price per pound.

#### PREMIUMS

11.—(1) Subject to subsection (2), the premium payable by an insured person is,

(a) where the crop is insured under Section A of the endorsement, \$1.25 per 100 pounds for the first 40,000 pounds of coverage, decreasing by 5 cents per 100 pounds for each 10,000 pounds of increase in coverage until a minimum rate of 50 cents per 100 pounds, applicable to any further coverage, is attained; and

(b) where the crop is insured under Section B of the endorsement, \$1.10 per 100 pounds for the first 40,000 pounds of coverage, decreasing by 3 cents per 100 pounds for each 10,000 pounds of increase in coverage until a minimum rate of 90 cents per 100 pounds, applicable to any further coverage is attained.

(2) The premiums prescribed by subsection (1) are based on a contract price of \$1 per pound and where in any year there is a variation in the contract price, the amount of the premiums shall be adjusted accordingly.

(3) The premiums prescribed by subsections (1) and (2) are in addition to any payments in respect of premiums made by the Government of Canada under the *Crop Insurance Act* (Canada). O. Reg. 678/76, Sched.; O. Reg. 599/77, ss. 1-5; O. Reg. 485/78, s. 1; O. Reg. 394/80, ss. 1, 2.

#### Form 1

#### *Crop Insurance Act (Ontario)*

#### FLUE-CURED TOBACCO ENDORSEMENT

WHEREAS the insured person has applied for crop insurance for flue-cured tobacco under The Ontario Crop Insurance Plan for Flue-cured Tobacco, hereinafter referred to as "the plan";

NOW THEREFORE, subject to the *Crop Insurance Act (Ontario)* and the regulations made thereunder, the contract of insurance between The Crop Insurance Commission of Ontario and the insured person is hereby extended to cover flue-cured tobacco.

#### GENERAL TERMS AND CONDITIONS

1.—(1) Where the insured person is an owner with a sharegrower, he is eligible for insurance coverage only under Section A in respect of share-cropped allotment.

(2) Where the insured person is an owner who grows his own crop, he is eligible for insurance coverage under Sections A and B.

(3) Where the insured person himself grows all or part of his allotment, in order to obtain insurance under Section A, he must insure all his allotted poundage under a single contract.

(4) Where the insured person is a sharegrower, he is eligible for insurance coverage only under Section B.

2.—(1) It shall be the responsibility of the insured person to establish that sufficient acreage has been planted to yield the allotted poundage under normal growing conditions.

(2) Where, in the opinion of the Commission the insured person has not planted sufficient acreage to yield the allotted poundage under normal growing conditions, the insurance coverage and indemnity payable shall be reduced proportionately.

3. All acreage planted to flue-cured tobacco in a crop year shall be harvested unless the Commission, upon application therefor in writing, consents in writing to,

(a) the use of the planted acreage or any part thereof for another purpose; or

(b) the abandonment or destruction of the insured crop or any part thereof.

#### EVALUATION OF LOSS

4. For the purpose of determining the loss in production of flue-cured tobacco in a crop year and the indemnity payable therefor, the value of the crop shall progress through the stages prescribed in Sections A and B.

#### SECTION A

##### STAGE 1

5.—(1) Stage 1 comprises the period from the commencement of planting or noon of the 20th day of May first occurring in the crop year, whichever is the later, to noon of the 20th day of June in the crop year.

(2) Where loss or damage occurs in Stage 1, the Commission, upon application therefor in writing by the insured person, may consent in writing to the use of the damaged acreage for any other purpose or to the abandonment or destruction of the insured crop on such damaged acreage and, in such case, the Commission shall determine the number of damaged acres.

(3) Where the damaged acreage is replanted to the insured crop pursuant to Section B, the contract of insurance shall continue to apply to such replanted acreage.

(4) Where the damaged acreage is used for any other purpose or the insured crop is abandoned or destroyed in accordance with subparagraph (2), the amount of loss that shall be taken into account in the final adjustment of loss in respect of the total planted acreage shall be calculated by multiplying 40 per cent of the allotted poundage applicable to the damaged acreage by 45 per cent of the contract price per pound.

(5) Where the damaged acreage is not used for any other purpose or the crop is not abandoned or destroyed after the Commission has consented thereto, the amount of loss calculated under subparagraph (4) shall not be taken into account in the final adjustment of loss.

(6) Notwithstanding any application made in writing by the insured person under this paragraph, the Commission may, where loss or damage occurs in Stage 1, notify the insured person in writing that it intends to terminate the insurance coverage on such damaged acreage and to calculate the amount of loss in the manner prescribed in subparagraph (4) with respect to such damaged acreage and, where notice of such intention has been given, the Commission shall calculate accordingly the amount of loss to be taken into account in the final adjustment of loss and the value of the insured crop on such damaged acreage shall not progress beyond Stage 1.

#### STAGE 2

6.—(1) Stage 2 commences at noon on the 20th day of June in the crop year and ends with the completion of harvesting.

(2) Where loss or damage occurs in Stage 2, the Commission, upon application therefor in writing by the insured person, may consent in writing to the abandonment or destruction of the insured crop on such damaged acreage and, in such case, the Commission shall determine the number of damaged acres and the potential production thereof.

(3) Where the insured crop is abandoned or destroyed in accordance with subparagraph (2), the amount of loss that shall be taken into account in the final adjustment of loss in respect of the total planted acreage shall be calculated by multiplying 80 per cent of the allotted poundage applicable to the damaged

acreage less any potential production determined under subparagraph (2) by 45 per cent of the contract price per pound.

(4) Where the crop is not abandoned or destroyed after the Commission has consented thereto, the amount of loss calculated under subparagraph (3) shall not be taken into account in the final adjustment of loss.

(5) Subject to subparagraph (6), where,

(a) one-half of the total gross income from the harvested acreage; or

(b) the actual production from the harvested acreage multiplied by 45 per cent of the contract price per pound,

is less than the insurance coverage of the insured person, the amount of loss that shall be taken into account in the final adjustment of loss shall be calculated by subtracting the lesser of the amounts calculated under clause (a) or (b) from the insurance coverage.

(6) The amount of loss calculated under subparagraph (5) shall be reduced by an amount equal to the rental value of any poundage allotment in respect of which a production claim is paid to the insured person.

#### SECTION B

##### STAGE 1

7.—(1) Stage 1 comprises the period from the commencement of planting or noon of the 20th day of May occurring first in the crop year, whichever is the later, to noon of the 20th day of June in the crop year.

(2) Where loss or damage occurs in Stage 1, the Commission upon application therefor in writing by the insured person may consent in writing to,

(a) one replanting of the damaged acreage and, in such case, the replanting shall be completed not later than the 20th day of June in the crop year or not later than such other date as may be determined from time to time by the Commission; or

(b) the use of the damaged acreage for any other purpose or to the abandonment or destruction of the insured crop on such damaged acreage and, in such case, the Commission shall determine the number of damaged acres.

(3) Where the damaged acreage is in excess of three acres and is replanted to the insured crop in accordance with clause (2) (a), the contract of insurance shall continue to apply to such replanted acreage and the Commission shall pay to the insured person a supplementary benefit of \$60 per acre replanted.

(4) Where the damaged acreage is used for any other purpose or the insured crop is abandoned or destroyed in accordance with clause (2) (b), the amount of loss that shall be taken into account in the final adjustment of loss in respect of the total planted acreage shall be calculated by multiplying 40 per cent of the allotted poundage applicable to the damaged acreage by 30 per cent of the contract price per pound.

(5) Where the damaged acreage is not used for any other purpose or the crop is not abandoned or destroyed after the Commission has consented thereto, the amount of loss calculated under subparagraph (4) shall not be taken into account in the final adjustment of loss.

(6) Notwithstanding any application made in writing by the insured person under this paragraph, the Commission may, where loss or damage occurs in Stage 1, notify the insured person in writing that it intends to terminate the insurance coverage on such damaged acreage and to calculate the amount of loss in the manner prescribed in subparagraph (4) with respect to such damaged acreage and, where notice of such intention has been given, the Commission shall calculate accordingly the amount of loss to be taken into account in the final adjustment of loss and the value of the insured crop on such damaged acreage shall not progress beyond Stage 1.

STAGE 2

8.—(1) Stage 2 commences at noon on the 20th day of June in the crop year and ends with the completion of harvesting.

(2) Where loss or damage occurs in Stage 2, the Commission, upon application therefor in writing by the insured person, may consent in writing to the abandonment or destruction of the insured crop on such damaged acreage and, in such case, the Commission shall determine the number of damaged acres and the potential production thereof.

(3) Where the insured crop is abandoned or destroyed in accordance with subparagraph (2), the amount of loss that shall be taken into account in the final adjustment of loss in respect of the total planted acreage shall be calculated by multiplying 80 per cent of the allotted poundage applicable to the damaged acreage less any potential production determined under subparagraph (2) by 30 per cent of the contract price per pound.

(4) Where the crop is not abandoned or destroyed after the Commission has consented thereto, the amount of loss calculated under subparagraph (3) shall not be taken into account in the final adjustment of loss.

(5) Where, upon completion of harvesting,  
(a) one-half of the total gross income from the harvested acreage; or

(b) the actual production from the harvested acreage multiplied by 30 per cent of the contract price per pound,

is less than the insurance coverage of the insured person, the amount of loss that shall be taken into account in the final adjustment of loss shall be calculated by subtracting the lesser of the amounts calculated under clause (a) or (b) from the insurance coverage.

SALVAGE BENEFIT

9. Where three acres or more of the insured crop is damaged as a result of excessive moisture, excessive rainfall, flood, hail, wind or such other cause of loss as may be designated by the Commission from time to time and the insured person incurs unusual expense in salvaging the crop, the Commission may pay a supplementary benefit equal to the salvage cost or \$40 for each damaged acre, whichever is the lesser, but the total of the benefits payable in any crop year under subparagraph 7 (3) and under this paragraph shall in no case exceed \$80 multiplied by the number of insured acres.

FINAL ADJUSTMENT OF LOSS FOR  
TOTAL PLANTED ACREAGE

10.—(1) The total indemnity payable in the final adjustment of loss shall be the sum of all loss calculations but where,

(a) the actual production of any harvested acreage; or

(b) the potential production of any unharvested acreage,

exceeds the insurance coverage for such acreage, the indemnity otherwise payable for a loss in production shall be reduced by the amount obtained by multiplying such excess by 75 per cent of the contract price per pound.

(2) Notwithstanding subparagraph (1), where the insured crop or any part thereof is destroyed by frost at any time after noon on the 1st day of October in the crop year, the Commission shall determine the potential thereof and shall reduce the indemnity otherwise payable in accordance with the Table.

IN WITNESS WHEREOF The Crop Insurance Commission of Ontario has caused this endorsement to be signed by its general manager but the same shall not be binding upon the Commission until countersigned by a duly authorized representative thereof.

Countersigned and dated at . . . . . ,  
this . . . . . day of . . . . . , 19 . . . .

.....  
Duly Authorized                      General Manager  
Representative

Form 2

Crop Insurance Act (Ontario)

APPLICATION FOR CROP INSURANCE ON FLUE-CURED TOBACCO

.....  
(contract no.)

.....  
(name of person, corporation or partnership and if partnership, name  
of all partners)

.....  
(address)

.....  
(city)

.....  
(postal code)

.....  
(telephone no.)

.....  
(county)

.....  
(township)

.....  
(lot no.)

.....  
(concession no.)

.....  
(area code)

Your crop insurance coverage will be based on your previous production records.

In the past 5 years tobacco was produced on the following farms:

<u>Year</u>	<u>Farm Number</u>		
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....

How many pounds per acre did you average last year? \_\_\_\_\_ lbs.

How many pounds per acre are you aiming for this year? \_\_\_\_\_ lbs.

ASSIGNMENT OF INDEMNITY:

Please make loss, if any, payable jointly to the applicant and:

.....  
(name:     bank)

.....  
(address)

Please fill out only the section(s) that applies to you.

1. For farm owners producing all their allotment themselves (no sharegrowers).

How many pounds have you been allotted that you intend to produce this year? \_\_\_\_\_ lbs.

How many acres do you plan to plant this year? \_\_\_\_\_ acres.

Tobacco is to be grown on the following farm(s) this year:

Marketing Board Farm No. \_\_\_\_\_

2. For farm owners with sharegrowers producing some or all the allotment. Be sure to list all the allotment being grown.

Tobacco is to be grown on the following farm(s) this year:

Marketing Board Farm No. (s)	Poundage Allotment	Intended Acreage	Name of Sharegrower

3. For sharegrowers or for some owners.

Name of farm owner: \_\_\_\_\_

How many pounds have you been allotted that you intend to produce this year? \_\_\_\_\_

How many acres do you plan to plant this year? \_\_\_\_\_ acres.

Tobacco is to be grown on the following farms this year:

Marketing Board Farm No. (s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

I hereby authorize the Marketing Board to release the production records for the last 5 years on the above farm numbers.

METHOD OF PAYMENT (Choose only one)

I enclose \$100.00 deposit premium with this application and will pay the balance of premium upon receipt of invoice. I agree that payment not received within 15 days of the date of the invoice may be deducted by the Board.

\_\_\_\_\_

(signature)

\_\_\_\_\_

(date)

OR

Please deduct the full premium from the proceeds received on the sale of this crop. I hereby authorize the Board to make this deduction. I will be shipping my tobacco under Marketing Board farm number:\_\_\_\_\_.

\_\_\_\_\_

(signature)

\_\_\_\_\_

(date)

Form 3

Crop Insurance Act (Ontario)

FINAL ALLOTMENT REPORT

The applicant shown in this report hereby declares that the allotment being produced and the acreage planted to produce it is as follows:

1. Total allotment being grown: \_\_\_\_\_ lbs.
2.

Farm Number(s)	Total Acreage	
	Whole	Part

This form must be completed and returned as soon as possible.

If you have chosen to pay your premium directly you will be invoiced for the amount due.

A formal acknowledgment of coverage, and premium charges will be mailed to you.

The Information Set Forth In This Report Is True And Correct	
Date: _____	Signature: _____

O. Reg. 599/77, s. 8.

TABLE

Date of Frost	Percentage of Potential Production to Count
October 2nd	10
October 3rd	20
October 4th	30
October 5th	40
October 6th	50
October 7th	60
October 8th	70
October 9th	80
October 10th	90
October 11th	100

O. Reg. 658/80, s. 2.



## REGULATION 207

under the Crop Insurance Act (Ontario)

### CROP INSURANCE PLAN FOR FRESH MARKET CROPS

1. The plan in the Schedule is established for the insurance within Ontario of fresh market crops. O. Reg. 351/78, s. 1.

#### Schedule

*Crop Insurance Act (Ontario)*

#### PLAN

1. This plan may be cited as "The Ontario Crop Insurance Plan for Fresh Market Crops".

2. The purpose of this plan is to provide for insurance against a loss resulting from one or more of the perils designated in section 4.

#### INTERPRETATION

3. In this plan,

(a) "average farm yield" means the average of previous yields of the planted acreage computed on the basis of acreage production records of the insured person or on such other basis as the Commission approves;

(b) "fresh market crops" means strawberries, sweet corn and tomatoes produced in Ontario for the fresh market.

#### DESIGNATION OF PERILS

4.—(1) The following are designated as perils for strawberries insured under this plan:

1. Excessive heat.
2. Excessive moisture.
3. Flood.
4. Freeze.
5. Frost.
6. Hail.
7. Wind.

(2) The following are designated as perils for sweet corn insured under this plan:

1. Drought.
2. Excessive moisture.

3. Excessive rainfall.

4. Flood.

5. Frost.

6. Hail.

7. Plant disease.

8. Wind.

(3) The following are designated as perils for tomatoes insured under this plan:

1. Drought.

2. Excessive moisture.

3. Excessive rainfall.

4. Flood.

5. Frost.

6. Hail.

7. Plant disease.

8. Sunscald.

9. Wind.

#### DESIGNATION OF CROP YEAR

5. The crop year for fresh market crops is the period from the 1st day of March in any year to the 1st day of November next following.

#### CONTRACT OF INSURANCE

6. For the purposes of this plan, the entire contract of insurance for fresh market crops shall be deemed to be comprised of,

(a) the contract of insurance in Form 1;

(b) the application for insurance in Form 2; and

(c) an amendment to any document referred to in clause (a) or (b) agreed upon in writing.

7.—(1) An application for insurance shall,

(a) be in Form 2;

- (b) be filed with the Commission not later than the 1st day of May in the crop year or such other date as may be determined by the Commission;
  - (c) be accompanied by a premium deposit of \$50 for each crop applied for to a maximum of \$100; and
  - (d) include all acreage intended to be planted to strawberries, sweet corn and tomatoes for the fresh market by the insured person.
- (2) Where, for any reason, the applicant fails to enter into a contract of insurance with the Commission, the Commission may retain the premium deposit paid.

DURATION OF CONTRACT

8. A contract of insurance shall be in force for the crop year in respect of which it is made unless it is terminated in whole or in part in accordance with the regulations.

COVERAGE

- 9.—(1) Subject to subsections (2) and (3), the total coverage provided under a contract of insurance is 65 per cent of the value of production of the insured person as determined by the Commission for each of the insured crops multiplied by the number of acres grown.
- (2) The coverage provided under subsection (1) shall be increased following each consecutive no claim year as follows:
- 1. Following the first no claim year to 70 per cent.
  - 2. Following the second no claim year to 75 per cent.
- (3) The coverage provided under subsections (1) and (2) shall be decreased for claim years from the insured level in reverse progression to that prescribed by subsection (2) to a minimum of 60 per cent for a claim year following a year in which the coverage was 65 per cent.
- (4) Where, in any year, a claim is paid in an amount less than one-half of the total premium for that year, the coverage for the following year shall remain unchanged.

10. The value of production for each acre of the insured crop shall be computed annually by the Commission on the basis of production records or such other basis as the Commission approves and shall be deemed to be the average farm yield per acre multiplied by the established price as determined from time to time by the Commission.

PREMIUMS

11.—(1) The total premium payable in the crop year is,

- (a) where the level of coverage is 60 per cent, 18 per cent;
- (b) where the level of coverage is 65 per cent, 16 per cent;
- (c) where the level of coverage is 70 per cent, 14 per cent; and
- (d) where the level of coverage is 75 per cent, 12 per cent,

of the total coverage in dollars prescribed by section 9.

(2) Notwithstanding subsection (1), the minimum premium payable by an insured person in each crop year is \$50 for each crop insured to a maximum of \$100.

(3) Notwithstanding any authorization by an insured person in his application for insurance, the payment of the premium is the responsibility of the insured person and such premium shall be paid in any event not later than ten days after written demand therefor by the Commission.

(4) The premiums prescribed by subsection (1) include payments in respect of premiums made by the Government of Canada under the *Crop Insurance Act* (Canada).

FINAL DATE FOR HARVESTING

12. For the purposes of this plan, the final date for harvesting sweet corn and tomatoes in a crop year is noon on the 1st day of November or such other date as may be determined from time to time by the Commission.

MINIMUM ACREAGE

13. For the purposes of this plan, the minimum insurable acreage for any fresh market crop is four acres. O. Reg. 351/78, Sched.; O. Reg. 388/80, ss. 1-3.

Form 1

*Crop Insurance Act (Ontario)*

CONTRACT OF INSURANCE

BETWEEN:

THE CROP INSURANCE COMMISSION OF ONTARIO, hereinafter referred to as "THE COMMISSION",

OF THE FIRST PART;

— and —

.....  
of the ..... of .....

in the County (or as the case may be) of  
 ....., hereinafter referred to  
 as "THE INSURED PERSON",

#### OF THE SECOND PART.

WHEREAS the insured person has applied for crop insurance on one or more crops under The Crop Insurance Plan for Fresh Market Crops, hereinafter referred to as "the plan";

NOW THEREFORE, subject to the *Crop Insurance Act (Ontario)* and the regulations made thereunder, where in a crop year the insured person suffers a loss resulting from one or more of the perils designated in the plan, the Commission, subject to the terms and conditions hereinafter set forth, agrees to indemnify the insured person in respect of such loss.

#### CAUSES OF LOSS NOT INSURED AGAINST

1. This contract does not insure against and no indemnity shall be paid in respect of a loss resulting from,

- (a) the negligence, misconduct or poor farming practices of the insured person or his agents or employees;
- (b) a shortage of labour or machinery;
- (c) plant disease unless recommended spray programs were followed; or
- (d) a peril other than the perils designated in the plan.

#### EXTENT OF INSURANCE

2.—(1) The insured person shall offer for insurance all acreage planted in the crop year to the insured crop or crops on the farm or farms operated by him in Ontario, and, subject to subparagraph (2), this contract applies to all such acreage.

(2) This contract does not apply to, and no indemnity is payable in respect of, acreage planted to an insured crop,

- (a) that was not adequately prepared for cropping purposes;
- (b) that, in the opinion of the Commission, is not insurable;
- (c) that is not intended for sale on the fresh market;
- (d) on which the insured crop is a volunteer crop.

3.—(1) Where the acreage planted by the insured person in the crop year is not the same as that

stated in the application for insurance, the insured person shall, not later than the 15th day of July, notify the Commission in writing of the actual acreage planted.

(2) Where the actual planted acreage of an insured crop is less than that stated in the application for insurance, the maximum amount of indemnity shall be reduced proportionately.

(3) Where the actual planted acreage of an insured crop is more than that stated in the application for insurance, the maximum amount of indemnity and the premium payable shall not be increased but the production from the total planted acreage shall be included in establishing the income of the insured person.

#### HARVESTING OF PLANTED ACREAGE

4.—(1) All acreage planted to an insured crop in the crop year shall be harvested for the fresh market unless the Commission, upon application therefor in writing, consents in writing to,

- (a) the use of the planted acreage or any part thereof for another purpose; or
- (b) the abandonment or destruction of the insured crop or any part thereof.

(2) For sweet corn and tomatoes the final date for the harvesting referred to in subparagraph (1) is noon on the 1st day of November or such other date as may be determined from time to time by the Commission.

(3) Where the harvesting of any acreage planted to sweet corn or tomatoes is not completed on the date prescribed by subparagraph (2), the insured person shall forthwith notify the Commission in writing.

(4) Where an insured person fails to notify the Commission in accordance with subparagraph (2), no indemnity shall be paid in respect of unharvested acreage.

5.—(1) Where, at any time before harvest, any part of the insured crop is lost or damaged, the Commission, upon application therefor in writing by the insured person, may consent in writing to,

- (a) the replanting of the damaged acreage;  
or
- (b) the abandonment or destruction of the insured crop on such damaged acreage and in such case the Commission shall determine the number of damaged acres and the potential value of production thereof.

(2) Where damaged sweet corn or tomato acreage is replanted to the same crop in accordance with

clause (1) (a) prior to the 1st day of July in the crop year, the contract of insurance shall continue to apply to such replanted acreage.

(3) Where damaged acreage is replanted to sweet corn or tomatoes after the 30th day of June or is replanted to another crop, the Commission may terminate the insurance coverage on such acreage and refund the premium paid in respect of such acreage.

(4) Where,

(a) damaged acreage is abandoned or destroyed in accordance with clause (1) (b); or

(b) the harvesting of any planted acreage is not completed on the date determined therefor,

the amount of loss that shall be taken into account in the final adjustment of loss in respect of the total planted acreage shall be calculated as the amount by which the coverage for the damaged or unharvested acreage, as the case may be, exceeds the potential value of production determined therefor.

(5) Where damaged acreage is not used for any other purpose or the crop thereon is not abandoned or destroyed after the Commission has consented thereto, the amount of loss calculated under subparagraph (4) shall not be taken into account in the final adjustment of loss.

(6) Where the actual value of production of the acreage harvested determined in the manner prescribed by section 10 of the plan is less than the coverage for such acreage, the amount of loss that shall be taken into account in the final adjustment of loss in respect of the total planted acreage shall be calculated as the difference between the coverage and the actual value of production.

#### EVALUATION OF LOSS

6. The amount of loss that shall be taken into account in the final adjustment of loss is the amount by which the total coverage prescribed by section 9 of the plan exceeds the sum of,

(a) the total value of production of the insured crop or crops for the crop year determined in the manner prescribed by section 10 of the plan;

(b) the value as determined by the Commission of the potential production of acreage unharvested for reasons other than the insured perils; and

(c) any loss sustained by reason of a peril other than the perils designated in the plan.

#### MISREPRESENTATION, VIOLATION OF CONDITIONS OR FRAUD

7. Where the insured person,

(a) in the application for insurance,

(i) gives false particulars of an insured crop to the prejudice of the Commission, or

(ii) knowingly misrepresents or fails to disclose any fact required to be stated therein;

(b) contravenes a term or condition of the contract of insurance;

(c) commits a fraud in respect of an insured crop; or

(d) wilfully makes a false statement in respect of a claim under the contract of insurance,

a claim by the insured person is invalid and his right to recover indemnity is forfeited.

#### WAIVER OR ALTERATION

8. No term or condition of this contract shall be deemed to be waived or altered in whole or in part by the Commission unless the waiver or alteration is clearly expressed in writing signed by the Commission or a representative authorized for that purpose by the Commission.

#### INTEREST OF OTHER PERSONS

9. Notwithstanding that a person other than the insured person holds an interest of any kind in an insured crop, for the purposes of this contract,

(a) the interest of the insured person in an insured crop is deemed to be the full value of the crop; and

(b) except as provided in paragraph 10, no indemnity shall be paid to any person other than the insured person.

#### ASSIGNMENT OF RIGHT TO INDEMNITY

10. The insured person may assign all or part of his right to indemnity under this contract in respect of an insured crop but an assignment is not binding on the Commission and no payment of indemnity shall be made to an assignee unless,

(a) the assignment is made on a form approved by the Commission; and

(b) the Commission consents thereto in writing.

11.—(1) Where loss or damage to an insured crop results from one or more of the perils insured

against and the damage was occasioned at a readily ascertainable time, the insured person shall notify the Commission forthwith by telephone and shall confirm in writing within three days of such time.

(2) Where loss or damage to an insured crop results from one or more of the perils insured against and it appears, or ought reasonably to appear to the insured person at any time after planting and before the completion of harvesting of the insured crop that the production of the insured crop may thereby be reduced, the insured person shall, as soon as the loss or damage is apparent, notify the Commission in writing forthwith.

(3) Notwithstanding any notice given by the insured person under this paragraph, where on completion of harvesting of an insured crop,

(a) the actual value of production of the insured crop determined in the manner prescribed by section 10 of the plan is less than the total insured coverage; and

(b) the loss resulted from one or more of the perils insured against,

the insured person shall notify the Commission in writing forthwith.

#### ABANDONMENT, DESTRUCTION OR ALTERNATE USE

12.—(1) Acreage planted to an insured crop shall not be put to another use and the insured crop shall not be abandoned or destroyed until the Commission has appraised the potential production of the acreage.

(2) An appraisal made under subparagraph (1) shall not be taken into account in the final adjustment of loss where the insured person harvests the appraised acreage.

#### ADJUSTMENT OF LOSS

13.—(1) The indemnity payable for loss or damage to an insured crop shall be determined in the manner prescribed by this contract.

(2) The Commission may cause the production of an insured crop to be appraised by any method that it deems proper.

(3) No indemnity shall be paid for a loss in respect of an insured crop unless the insured person establishes,

(a) the total value of production of the insured crop for the crop year; and

(b) that the loss in income or part thereof resulted directly from one or more of the perils insured against.

(4) Where a loss resulted partly from a peril insured against and partly from a cause of loss not

insured against, the Commission shall determine the amount of the loss that resulted from the cause of loss not insured against, and the indemnity payable by the Commission under this contract shall be reduced accordingly.

#### PROOF OF LOSS

14.—(1) A claim for indemnity in respect of the insured crop shall be made on a proof of loss form provided by the Commission and shall be filed with the Commission not later than sixty days after,

(a) the completion of harvesting of the last of the insured crops; or

(b) the end of the crop year,

whichever is the earlier.

(2) Subject to subparagraph (3), a claim for indemnity shall be made by the insured person.

(3) A claim for indemnity may be made,

(a) in the case of the absence or inability of the insured person, by his agent; or

(b) in the case of the absence or inability of the insured person or on his failure or refusal to do so, by an assignee under an assignment made in accordance with paragraph 10.

(4) Where required by the Commission, the information given in a proof of loss shall be verified by statutory declaration.

#### ARBITRATION

15. Where the Commission and the insured person fail to resolve any dispute respecting the adjustment of a loss under this contract, the matter shall be determined by arbitration in accordance with the regulations.

#### TIME FOR PAYMENT OF INDEMNITY

16.—(1) No indemnity under this contract becomes due and payable until,

(a) the end of the crop year; and

(b) the premium has been paid in full.

(2) Where the indemnity payable by the Commission under this contract is established by the filing of a proof of loss form or by an award of an arbitrator or board of arbitration, it shall be paid within sixty days of the receipt by the Commission of the proof of loss form or award, as the case may be.

(3) Nothing in this paragraph prevents the Commission from paying indemnity under this contract at an earlier date.

SUBROGATION

17. Where the Commission has paid a claim under this contract, the Commission is subrogated to the extent thereof to all rights of recovery of the insured person against any person and may bring action in the name of the insured person to enforce those rights.

RIGHT OF ENTRY

18. The Commission has a right of entry to the premises of the insured person that may be exercised by agents of the Commission at any reasonable time or times for any purpose related to the contract of insurance.

NOTICE

19.—(1) Any written notice to the Commission shall be given by delivery thereof or by sending it by mail to the Commission.

(2) Written notice to the insured person shall be given by delivery thereof or by sending it by mail addressed to him at his last post office address on file with the Commission.

IN WITNESS WHEREOF The Crop Insurance Commission of Ontario has caused this contract of insurance to be signed by its general manager but the same shall not be binding upon the Commission until countersigned by a duly authorized representative thereof.

Countersigned and dated at.....,  
this.....day of....., 19....

.....  
Duly Authorized                      General Manager  
Representative

O. Reg. 351/78, Form 1; O. Reg. 388/80, s. 4.

Form 2

Crop Insurance Act (Ontario)

APPLICATION FOR CROP INSURANCE

CROP DETAILS

To: The Crop Insurance Commission of Ontario:

.....  
(name of person, corporation or partnership and if partnership, name of all partners)

(The applicant must be either an owner-operator or a tenant-operator. An operator is one who controls or directs the operation of the farm.)

.....  
(postal address) (postal code) (telephone no.)

applies for crop insurance under the *Crop Insurance Act (Ontario)* and the regulations and in support of this application the following facts are stated:

1. Contract number, if any .....

2. Crop(s) applied for are:

TO BE COMPLETED BY AGENT			
Note: A minimum premium deposit of \$50 per crop is payable.			
Crop(s)	No. of Acres	Average Farm Yield	Price Option

Dated at .....

(day) (month) (year)

.....

(Signature of Applicant)

I acknowledge receipt of premium deposit of (minimum of \$50) \$.....

Agent..... Agency No.....



## REGULATION 208

under the Crop Insurance Act (Ontario)

### CROP INSURANCE PLAN FOR GRAPES

1. The plan in the Schedule is established for the insurance within Ontario of grapes. O. Reg. 555/72, s. 1.

#### Schedule

*Crop Insurance Act (Ontario)*

#### PLAN

1. This plan may be cited as "The Ontario Crop Insurance Plan for Grapes".

2. The purpose of this plan is to provide for insurance against a loss in the production of grapes resulting from one or more of the perils designated in section 4.

#### INTERPRETATION

3. In this plan,

(a) "average yield" means the average total vineyard production of the insured person over the preceding six years allowing for,

(i) age of vines,

(ii) vine removal, and

(iii) change in acreage;

(b) "grapes" means all varieties of grapes produced in Ontario.

#### DESIGNATION OF PERILS

4. The following are designated as perils for the purpose of this plan:

1. Blossom set failure.

2. Drought.

3. Excessive moisture.

4. Freeze injury.

5. Frost.

6. Hail.

7. Hurricane or tornado.

8. Wildlife.

### DESIGNATION OF CROP YEAR

5. The crop year for grapes is the period from the 1st day of December in any year to the 30th day of November next following.

### CONTRACT OF INSURANCE

6. For the purpose of this plan, the entire contract of insurance for grapes shall be deemed to be comprised of,

(a) the contract of insurance in Form 1;

(b) the application for insurance in Form 2;

(c) the production guarantee report in Form 3; and

(d) any amendment to a document referred to in clause (a), (b) or (c) agreed upon in writing.

7. An application for insurance shall,

(a) be in Form 2;

(b) be accompanied by a premium deposit of at least,

(i) \$50, or

(ii) where the applicant has another fruit crop insured under the Act in respect of the same crop year, \$10; and

(c) be filed with the Commission not later than the 20th day of December in the crop year in respect of which it is made or not later than such other date as may be determined from time to time by the Commission.

### DURATION OF CONTRACT

8.—(1) A contract of insurance shall be in force for the crop year in respect of which it is made, and shall continue in force for each crop year thereafter until it is cancelled by the insured person or the Commission in the manner prescribed by subsection (2) or is terminated in accordance with the regulations.

(2) A contract of insurance may be cancelled by the insured person or the Commission by notice in writing to the other party on or before the 20th day of December in the crop year during which the

cancellation is to be effective on or before such other date as may be determined from time to time by the Commission.

#### COVERAGE

9.—(1) Subject to subsections (2) and (3), the coverage provided under a contract of insurance is 73 per cent of the average yield as determined by the Commission multiplied by the established price.

(2) The coverage provided under subsection (1) shall be increased following each consecutive no claim year as follows:

1. Following the first no claim year, to 76 per cent.
2. Following the second no claim year, to 78 per cent.
3. Following the third no claim year, to a maximum of 80 per cent.

(3) The coverage provided under subsections (1) and (2) shall be decreased for claim years from the insured level in reverse progression to that prescribed by subsection (2), except that where a claim occurs in a year when the coverage is 73 per cent, the coverage shall be reduced to a minimum of 70 per cent.

10.—(1) Subject to subsection (3), the established price for grapes shall be,

(a) 9¢; or

(b) 11¢,

per pound.

(2) Subject to subsection (4), the established price shall be selected by the insured person at the time the production guarantee report is completed.

(3) The established price shall be adjusted in the ratio of the price for processing of the class of grape grown to the price of the Concord variety as set by The Ontario Grape Growers' Marketing Board for the preceding year.

(4) Notwithstanding anything in this section, the price selected by the insured person shall not exceed the average price received by him for all grapes marketed during the preceding year.

11. The maximum indemnity for which the Commission is liable under a contract of insurance shall be the amount obtained by multiplying the

total guaranteed production determined under section 9 by the established price per ton determined under section 10.

#### PREMIUMS

12.—(1) The total premium payable in the crop year shall be,

- (a) where the level of coverage is 70 per cent, 11 per cent;
- (b) where the level of coverage is 73 per cent, 9.5 per cent;
- (c) where the level of coverage is 76 per cent, 8 per cent;
- (d) where the level of coverage is 78 per cent, 6.5 per cent; and
- (e) where the level of coverage is 80 per cent, 5 per cent,

of the guaranteed production in pounds multiplied by the established price.

(2) Notwithstanding subsection (1), the minimum premium payable by an insured person in each crop year is \$50.

(3) The premium prescribed by subsections (1) and (2) includes payments in respect of premiums made by the Government of Canada under the *Crop Insurance Act* (Canada).

13.—(1) Where a contract of insurance is in force, a premium shall be paid in respect of each crop year.

(2) Where a premium is payable in respect of a crop year, the insured person shall pay the premium, less the premium deposit, to the Commission at the time the production guarantee report prescribed by section 14 is returned to the Commission.

(3) Where a renewal premium is payable in respect of a crop year, the insured person shall, not later than the 20th day of December in the crop year, pay the premium deposit as set out in clause 7 (b).

#### PRODUCTION GUARANTEE REPORT

14. The Commission shall prepare and deliver a production guarantee report in Form 3 to each insured person in each crop year and the insured person shall sign a copy thereof and return it to the Commission.

O. Reg. 555/72, Sched.; O. Reg. 363/74, ss. 1-4; O. Reg. 384/75, ss. 1-5; O. Reg. 182/76, ss. 1-3; O. Reg. 104/77, ss. 1-3; O. Reg. 833/77, s. 1; O. Reg. 5/80, s. 1.

Form 1

*Crop Insurance Act (Ontario)*

CONTRACT OF INSURANCE

BETWEEN:

THE CROP INSURANCE COMMISSION OF  
ONTARIO, hereinafter referred to as "THE  
COMMISSION".

OF THE FIRST PART

—and—

.....  
of the .....of .....

in the County (or as the case may be) of .....,

hereinafter referred to as "THE INSURED  
PERSON",

OF THE SECOND PART

WHEREAS the insured person has applied for crop  
insurance on grapes under The Ontario Crop In-  
surance Plan for Grapes, hereinafter referred to as  
"the plan".

NOW THEREFORE, subject to the *Crop Insurance  
Act (Ontario)*, and the regulations made thereunder,  
where, in a crop year the insured person suffers a  
loss in the production of grapes resulting from one  
or more of the perils designated in the plan, the  
Commission, subject to the terms and conditions  
hereinafter set forth, agrees to indemnify the insured  
person in respect of such loss.

TERMS AND CONDITIONS  
INSURED CROP

1. In this contract, "insured crop" means all  
varieties of grapes produced in Ontario.

CAUSES OF LOSS NOT INSURED AGAINST

2. This contract does not insure against and no  
indemnity shall be paid in respect of a loss resulting  
from,

- (a) the negligence, misconduct or poor farm-  
ing practices of the insured person or his  
agents or employees;
- (b) a shortage of labour or machinery;
- (c) insect infestation or plant disease; or
- (d) a peril other than the perils designated in  
the plan.

EXTENT OF INSURANCE

3.—(1) The insured person shall offer for insurance  
all acreage planted to the insured crop on the farm or  
farms operated by him in Ontario, and, subject to  
subparagraph (2), this contract applies to all such  
acreage.

(2) This contract does not apply to, and no  
indemnity is payable in respect of, acreage planted  
to the insured crop,

- (a) that was not adequately prepared for  
cropping purposes; or
- (b) that, in the opinion of the Commission, is  
not insurable.

4.—(1) All insured acreage shall be harvested  
unless the Commission, upon application therefor  
in writing, consents in writing to the abandon-  
ment or destruction of the insured crop or any  
part thereof and, in such case, the Commission  
shall determine,

- (a) the potential production of the unhar-  
vested acreage; and
- (b) whether the harvesting was prevented by  
one or more of the perils insured against.

(2) Where an insured person fails to obtain  
the consent of the Commission in accordance with  
subparagraph (1), no indemnity shall be paid in  
respect of the unharvested acreage.

EVALUATION OF LOSS

5. The amount of loss that shall be taken  
into account in the final adjustment of loss is the  
amount by which the coverage exceeds the sum of,

- (a) the actual yield in pounds of the insured  
crop multiplied by the established price;
- (b) the value as determined by the Com-  
mission of the potential production of  
acreage unharvested for reasons other  
than the insured perils; and
- (c) any loss sustained by reason of a peril  
other than the perils designated in the  
plan.

NOTICE OF LOSS OR DAMAGE

6.—(1) Where,

- (a) loss or damage to the insured crop results  
from one or more of the perils insured  
against; or
- (b) the insured crop or any part thereof  
is or is intended to be sold on a pick-your-  
own basis,

the insured person shall notify the Commission in writing prior to harvest in order that a pre-harvest inspection may be made.

(2) Notwithstanding subparagraph (1), where loss or damage to the insured crop results from one or more of the perils insured against and the damage was occasioned at a readily ascertainable time, the insured person shall notify the Commission in writing within the following time limits:

1. For hail or hurricane or tornado damage, within three days of the time of loss.
2. For frost damage or freeze injury affecting the quality of the fruit, within three days of the time of loss.
3. For any other insured losses, as soon as the damage is apparent.

(3) Where the insured person fails to notify the Commission under subparagraphs (1) and (2), a claim by the insured person is invalid and his right to indemnity is forfeited.

#### MISREPRESENTATION, VIOLATION OF CONDITIONS OR FRAUD

7. Where the insured person,

- (a) in his application for insurance,
  - (i) gives false particulars of the insured crop to the prejudice of the Commission, or
  - (ii) knowingly misrepresents or fails to disclose any fact required to be stated therein;
- (b) contravenes a term or condition of the contract of insurance;
- (c) commits a fraud in respect of the insured crop; or
- (d) wilfully makes a false statement in respect of a claim under the contract of insurance,

a claim by the insured person is invalid and his right to recover indemnity is forfeited.

#### WAIVER OR ALTERATION

8. No term or condition of this contract shall be deemed to be waived or altered in whole or in part by the Commission unless the waiver or alteration is clearly expressed in writing signed by the Commission or a representative authorized for that purpose by the Commission.

#### INTEREST OF OTHER PERSONS

9. Notwithstanding that a person other than the insured person holds an interest of any kind in the insured crop, for the purposes of this contract,

- (a) the interest of the insured person in the insured crop is deemed to be the full value of the crop; and
- (b) except as provided in paragraph 10, no indemnity shall be paid to any person other than the insured person.

#### ASSIGNMENT OF RIGHT TO INDEMNITY

10. The insured person may assign all or part of his right to indemnity under this contract in respect of the insured crop but an assignment is not binding on the Commission and no payment of indemnity shall be made to an assignee unless,

- (a) the assignment is made on a form provided by the Commission; and
- (b) the Commission consents thereto in writing.

#### ADJUSTMENT OF LOSS

11.—(1) The indemnity payable for loss or damage to the insured crop shall be determined in the manner prescribed by this contract.

(2) The Commission may cause the production of the insured crop to be appraised by any method that it deems proper.

(3) No indemnity shall be paid for a loss in respect of the insured crop unless the insured person establishes,

- (a) the actual production obtained from the insured crop for the crop year; and
- (b) that the loss in production or part thereof resulted directly from one or more of the perils insured against.

(4) Where a loss in production resulted partly from a peril insured against and partly from a cause of loss not insured against, the Commission shall determine the amount of the loss that resulted from the cause of loss not insured against, and the indemnity payable by the Commission under the contract shall be reduced accordingly.

#### PROOF OF LOSS

12.—(1) A claim for indemnity in respect of the insured crop shall be made on a proof of loss form provided by the Commission and shall be filed with the Commission not later than sixty days after,

- (a) the completion of harvesting of the insured crop; or
- (b) the end of the crop year,

whichever is the earlier.

(2) Subject to subparagraph (3), a claim for indemnity shall be made by the insured person.

(3) A claim for indemnity may be made,

- (a) in the case of the absence or inability of the insured person, by his agent; or
- (b) in the case of the absence or inability of the insured person or on his failure or refusal to do so, by an assignee under an assignment made in accordance with paragraph 10.

(4) Where required by the Commission, the information given in a proof of loss form shall be verified by statutory declaration.

ARBITRATION

13. Where the Commission and the insured person fail to resolve any dispute respecting the adjustment of a loss under this contract, the matter shall be determined by arbitration in accordance with the regulations.

TIME FOR PAYMENT OF INDEMNITY

14.—(1) No indemnity under this contract becomes due and payable until,

- (a) the end of the crop year; and
- (b) the premium has been paid in full.

(2) Where the indemnity payable by the Commission under this contract is established by the filing of a proof of loss form or by an award of an arbitrator or board of arbitration, it shall be paid within sixty days of the receipt by the Commission of the proof of loss form or award, as the case may be.

(3) Nothing in this paragraph prevents the Commission from paying indemnity under this contract at an earlier date.

SUBROGATION

15. Where the Commission has paid a claim under this contract, the Commission is subrogated to the extent thereof to all rights of recovery of the insured person against any person and may bring action in the name of the insured person to enforce those rights.

RIGHT OF ENTRY

16. The Commission has a right of entry to the premises of the insured person that may be exercised by agents of the Commission at any reasonable time or times for any purpose related to the contract of insurance.

NOTICE

17.—(1) Any written notice to the Commission shall be given by delivery thereof or by sending it by mail to the Commission.

(2) Written notice to the insured person shall be given by delivery thereof or by sending it by mail addressed to him at his last post office address on file with the Commission.

IN WITNESS WHEREOF The Crop Insurance Commission of Ontario has caused this contract of insurance to be signed by its general manager but the same shall not be binding upon the Commission until countersigned by a duly authorized representative thereof.

Countersigned and dated at....., this... day of....., 19....

.....  
Duly Authorized                      General Manager  
Representative

O. Reg. 555/72, Form 1; O. Reg. 384/75, ss. 6, 7;  
O. Reg. 182/76, s. 4.

Form 2

*Crop Insurance Act (Ontario)*

APPLICATION FOR CROP INSURANCE FOR.....

To: The Crop Insurance Commission of Ontario:

.....  
(name of person, corporation or partnership and if partnership, names of all partners)  
.....  
(address) ..... (telephone no.)

applies for crop insurance under the *Crop Insurance Act (Ontario)* and the regulations and in support of this application the following facts are stated:

- 1. Crop Insurance Contract number, if any, under the *Crop Insurance Act (Ontario)* .....
- 2. This application is made for insurance coverage on .....
- 3. This application is made for the crop year ending in 19....
- 4. Description of the farm or farms operated by applicant:

Farm Number	Lot	Concession	Township	County	Total Acres in Farm	Total number of Trees or Vines

- 5. The price per unit applied for is:
- 6. Production records for the preceding six years are available:

Yes ☐ No ☐

- 7. Sales records for the preceding year are available: Yes ☐ No ☐

- 8. A deposit of \$..... (minimum \$50) accompanies this application.

Dated at ....., this.....day of ....., 19.....

.....  
(signature of applicant(s))  
.....  
(title of official signing for a corporation)

Form 3

Crop Insurance Act (Ontario)

PRODUCTION GUARANTEE REPORT FOR.....

1. Insured person.....  
(name)  
.....  
(address) (county) (telephone no.)

2. Crop Insurance Contract No.....

3. Crop year covered by this report: 19....

4. Total production during the past six years has been affected by,

- (a) Tree or vine removal ☐ Yes ☐ No;
- (b) Change in Acreage ☐ Yes ☐ No;
- (c) Age of trees or vines ☐ Yes ☐ No;
- (d) Biennial bearing ☐ Yes ☐ No.

5. Declaration of Previous Yields:

Year	Acreage	Number of Bearing Trees or Vines	Actual Yield	Cause of Loss

6. Average yield for insurance purposes is .....

7. Established price.....per.....

8. Determination of Guaranteed Production:

Average Yield for Insurance Purposes	Percentage Coverage	Guaranteed Production (pounds)

9. Determination of Premium:

Guaranteed Production	Value at Established Price	Premium Rate	Grower's Premium	Premium Deposit	Balance

Dated at....., this.....day of....., 19....

.....  
(signature of insured person)

.....  
(signature of authorized representative)

O. Reg. 555/72, Form 3; O. Reg. 182/76, s. 5.

## REGULATION 209

under the Crop Insurance Act (Ontario)

### CROP INSURANCE PLAN FOR GREEN AND WAX BEANS

1. The plan in the Schedule is established for the insurance within Ontario of green and wax beans. O. Reg. 516/75, s. 1.

#### Schedule

*Crop Insurance Act (Ontario)*

#### PLAN

1. This plan may be cited as "The Ontario Crop Insurance Plan for Green and Wax Beans".

2. The purpose of this Plan is to provide for insurance against a loss resulting from one or more of the perils designated in section 4.

#### INTERPRETATION

3. In this plan,

(a) "average farm yield" means the average of previous yields of the seeded acreage computed by the Commission on the basis of acreage production records of the insured person or such other basis as the Commission approves;

(b) "green and wax beans" means green and wax beans or either of them produced in Ontario,

(i) for processing under a contract between a grower and a processor, and

(ii) on acreage specified in such contract;

(c) "processor" means a processor of green and wax beans who is subject to the provisions of the *Farm Products Marketing Act* and the regulations made thereunder and any annual agreement for marketing of green and wax beans for processing;

(d) "ton" means 2,000 pounds.

#### DESIGNATION OF PERILS

4. The following are designated as perils for the purpose of this plan:

1. Drought.

2. Excessive moisture.

3. Excessive rainfall.

4. Flood.

5. Frost.

6. Hail.

7. Insect infestation.

8. Plant disease.

9. Wind.

10. Any other adverse weather condition.

#### DESIGNATION OF CROP YEAR

5. The crop year for green and wax beans is the period from the 1st day of March in any year to the 15th day of September next following.

#### CONTRACT OF INSURANCE

6. For the purpose of this plan, the entire contract of insurance for green and wax beans shall be deemed to be comprised of,

(a) the contract of insurance in Form 1;

(b) the application for insurance in Form 2; and

(c) an amendment to any document referred to in clause (a) or (b) agreed upon in writing.

7. An application for insurance shall,

(a) be in Form 2; and

(b) be filed with the Commission not later than the 1st day of May in the crop year or such other date as may be determined by the Commission.

#### DURATION OF CONTRACT

8. A contract of insurance shall be in force for the crop year in respect of which it is made.

#### COVERAGE

9.—(1) The coverage per acre provided in the crop year under a contract of insurance shall be 80 per cent of the average farm yield in tons.

(2) The average yield for each acre of the insured crop shall be computed annually by the Commission on the basis of production records.

(3) The number of tons per acre determined under subsections (1) and (2) multiplied by the number of insured acres constitutes the total guaranteed production under the contract of insurance.

10. The maximum amount for which the Commission is liable for a loss in production under a contract of insurance shall be the amount obtained by multiplying the total guaranteed production determined under section 9 by the established price per ton determined under section 11.

11. The established price for green and wax beans shall be determined by the Commission in each crop year on the basis of the grower-processor marketing agreement.

#### PREMIUMS

12.—(1) The total premium payable in respect of acreage under contract is \$28 per acre.

(2) Notwithstanding any authorization by an insured person in his application for insurance, the payment of the premium is the responsibility of the insured person and such premium shall be paid in any event not later than ten days after written demand therefor by the Commission.

(3) The premium prescribed by subsections (1) and (2) includes payments in respect of premiums made by the Government of Canada under the *Crop Insurance Act* (Canada).

#### FINAL DATE FOR SEEDING

13. For the purpose of this plan, the final date for seeding green and wax beans in a crop year is the 15th day of July or such other date as may be determined from time to time by the Commission.

#### FINAL DATE FOR HARVESTING

14. For the purposes of this plan, the final date for harvesting green and wax beans in a crop year is the 15th day of September or such other date as may be determined from time to time by the Commission.

TABLE

Percentage By-passed of Total Acreage Contracted by Processor	Maximum Insurance Liability (percentage of average farm yield)
4.9 per cent or less	80
5 – 8.9 per cent	70
9 – 12.9 per cent	60
13 per cent or more	50

O. Reg. 516/75, Sched.; O. Reg. 681/76, ss. 1, 2; O. Reg. 499/77, s. 1; O. Reg. 346/78, s. 1; O. Reg. 301/79, ss. 1, 2.

### Form 1

#### *Crop Insurance Act (Ontario)*

#### CONTRACT OF INSURANCE

Between:

THE CROP INSURANCE COMMISSION OF ONTARIO,  
hereinafter referred to as "THE COMMISSION",

OF THE FIRST PART

—and—

of the.....of.....  
in the County (or as the case may be) of

....., hereinafter referred to as  
"THE INSURED PERSON",

OF THE SECOND PART

WHEREAS the insured person has applied for crop insurance on green and wax beans under The Ontario Crop Insurance Plan for Green and Wax Beans, hereinafter referred to as "the plan";

NOW THEREFORE, subject to the *Crop Insurance Act (Ontario)* and the regulations made thereunder, where in a crop year the insured person suffers a loss resulting from one or more of the perils designated in the plan, the Commission, subject to the terms and conditions hereinafter set forth, agrees to indemnify the insured person in respect of such loss.

#### TERMS AND CONDITIONS

##### CAUSES OF LOSS NOT INSURED AGAINST

1. This contract does not insure against, and no indemnity shall be paid in respect of a loss resulting from,

- (a) the negligence, misconduct or poor farming practices of the insured person or his agents or employees;
- (b) a shortage of labour or machinery;
- (c) insect infestation or plant disease unless recommended spray programs were followed; or
- (d) a peril other than the perils designated in the plan.

##### EXTENT OF INSURANCE

2.—(1) The insured person shall offer for insurance all acreage planted in the crop year to green and wax beans on the farm or farms operated by him in Ontario, whether grown under contract or not and, subject to subparagraph (2), this contract applies to all such acreage.

(2) This contract does not apply to, and no indemnity is payable in respect of, acreage planted to the insured crop,

- (a) that was not adequately prepared for cropping purposes;
- (b) that was planted after the final date prescribed for planting in the plan;
- (c) that, in the opinion of the Commission, is not insurable;
- (d) for which a contract between the insured person and the processor is not in effect; or
- (e) on which the insured crop is a volunteer crop.

#### VARIATIONS IN PLANTED ACREAGE

3.—(1) Where the acreage planted by the insured person in the crop year is not the same as that stated in the application for insurance, the insured person shall, not later than the 15th day of July, notify the Commission in writing of the actual acreage planted.

(2) Where the actual planted acreage of the insured crop is less than that stated in the application for insurance, the maximum amount of indemnity shall be reduced proportionately.

(3) Where the actual planted acreage of the insured crop is more than that stated in the application for insurance, the maximum amount of indemnity and the premium payable shall not be increased but the income from the total planted acreage shall be included in establishing the production of the insured person unless the processor increases the contract acreage accordingly.

#### HARVESTING OF PLANTED ACREAGE

4.—(1) All acreage planted to the insured crop in the crop year shall be harvested as green and wax beans for processing unless the Commission, upon application therefor in writing, consents in writing to,

- (a) the use of the planted acreage or any part thereof for another purpose; or
- (b) the abandonment or destruction of the insured crop or any part thereof.

(2) The final date for the harvesting referred to in subparagraph (1) is the 15th day of September or such other date as may be determined from time to time by the Commission.

(3) Where the harvesting of any planted acreage is not completed on the date prescribed by subparagraph (2), the insured person shall forthwith notify the Commission in writing.

(4) Where an insured person fails to notify the Commission in accordance with subparagraph (3), no indemnity shall be paid in respect of the unharvested acreage.

#### EVALUATION OF LOSS

5.—(1) Where loss or damage to three acres or more of the insured crop occurs at any time following the planting of the insured crop or any part thereof, the Commission upon application therefor in writing by the insured person, may consent in writing to,

- (a) one replanting of the damaged acreage, provided that the replanting is completed not later than the 1st day of July;
- (b) the use of the damaged acreage for an alternate crop; or
- (c) the abandonment or destruction of the insured crop on such damaged acreage.

(2) Where the damaged acreage is replanted to green and wax beans in accordance with clause (1) (a), the Commission shall pay to the insured person a supplementary benefit of \$70 for each acre replanted and the contract of insurance shall continue to apply to such replanted acreage.

(3) Where the damaged acreage is used for an alternate crop in accordance with clause (1) (b), the Commission shall pay to the insured person a supplementary benefit of \$70 for each acre replanted, the replanted acreage shall be released from the contract of insurance and the guaranteed production and indemnity payable shall be reduced accordingly.

6.—(1) Where harvesting has been completed, the amount of loss that shall be taken into account in the final adjustment of loss in respect of the total planted acreage shall be calculated by multiplying the difference between the guaranteed production and the actual production by the established price per ton.

(2) For the purpose of subparagraph (1), actual production shall include,

- (a) production delivered to and accepted by a processor;
- (b) production delivered to and rejected by a processor unless the rejection resulted from a cause of loss designated in the plan;
- (c) production harvested but not delivered to a processor; and
- (d) potential production of wholly or partially unharvested acreage unless the failure to harvest resulted from a cause of loss designated in the plan.

(3) Notwithstanding subparagraph (1), where all or any part of the insured acreage is by-passed due to an insured peril, the Commission, upon application therefor in writing by the insured person, may consent in writing to the release from the contract of insurance of the by-passed acreage and adjust the loss on such acreage without regard to the production of any remaining acreage.

(4) Notwithstanding subparagraph (1), the indemnity payable in respect of by-passed acreage shall be calculated on the basis of the by-passing record of the processor to whom the crop is contracted in accordance with the Table.

#### MISREPRESENTATION, VIOLATION OF CONDITIONS OR FRAUD

##### 7. Where the insured person,

- (a) in his application for insurance,
  - (i) gives false particulars of the insured crop to the prejudice of the Commission, or
  - (ii) knowingly misrepresents or fails to disclose any fact required to be stated therein;
- (b) contravenes a term or condition of the contract of insurance;
- (c) commits a fraud in respect of the insured crop; or
- (d) wilfully makes a false statement in respect of a claim under the contract of insurance,

a claim by the insured person is invalid and his right to recover indemnity is forfeited.

#### WAIVER OR ALTERATIONS

8. No term or condition of this contract shall be deemed to be waived or altered in whole or in part by the Commission unless the waiver or alteration is clearly expressed in writing signed by the Commission or a representative authorized for that purpose by the Commission.

#### INTEREST OF OTHER PERSONS

9. Notwithstanding that a person other than the insured person holds an interest of any kind in the insured crop, for the purposes of this contract,

- (a) the interest of the insured person in the insured crop is deemed to be the full value of the crop;
- (b) except as provided in paragraph 10, no indemnity shall be paid to any person other than the insured person.

#### ASSIGNMENT OF RIGHT TO INDEMNITY

10. The insured person may assign all or part of his right to indemnity under this contract in respect of the insured crop but an assignment is not binding on the Commission and no payment of indemnity shall be made to an assignee unless,

- (a) the assignment is made on a form provided by the Commission; and
- (b) the Commission consents thereto in writing.

#### NOTICE OF LOSS OR DAMAGE

11.—(1) Where loss or damage to the insured crop results from one or more of the perils insured against and the insured person intends to abandon or destroy the insured crop, or to replant or use the planted acreage for another purpose, the insured person shall notify the Commission in writing of such intention and shall take no further action without the consent in writing of the Commission.

(2) Where loss or damage to the insured crop results from one or more of the perils insured against and the damage was occasioned at a readily ascertainable time, the insured person shall notify the Commission forthwith by telephone and shall confirm in writing within twenty-four hours of such time.

(3) Where loss or damage to the insured crop results from one or more of the perils insured against and it appears, or ought reasonably to appear, to the insured person at any time after planting and before the completion of harvesting of the insured crop that the production of the insured crop may thereby be reduced, the insured person shall, as soon as the loss or damage is apparent, notify the Commission in writing forthwith.

(4) Notwithstanding any notice given by the insured person under this paragraph, where on completion of harvesting of the insured crop,

- (a) the actual production is less than the total guaranteed production; and
- (b) the loss resulted from one or more of the perils insured against,

the insured person shall notify the Commission in writing forthwith.

#### NOTICE OF BY-PASSING

12. Where acreage is by-passed by the processor, the insured person shall notify the Commission forthwith by telephone and confirm in writing within twenty-four hours.

#### ABANDONMENT, DESTRUCTION OR ALTERNATE USE

13.—(1) Acreage planted to the insured crop shall not be put to another use and the insured crop shall not be abandoned or destroyed until the

Commission has appraised the potential production of the acreage.

(2) An appraisal made under subparagraph (1) shall not be taken into account in the final adjustment of loss where the insured person harvests the appraised acreage as green and wax beans for processing.

#### ADJUSTMENT OF LOSS

14.—(1) The indemnity payable for loss or damage to the insured crop shall be determined in the manner prescribed by this contract.

(2) The Commission may cause the production of the insured crop to be appraised by any method that it deems proper.

(3) No indemnity shall be paid for a loss in respect of the insured crop unless the insured person establishes,

(a) the actual production obtained from the insured crop for the crop year; and

(b) that the loss in production or part thereof resulted directly from one or more of the perils insured against.

(4) Where a loss in production resulted partly from a peril insured against and partly from a cause of loss not insured against, the Commission shall determine the amount of the loss that resulted from the cause of loss not insured against, and the indemnity payable by the Commission under this contract shall be reduced accordingly.

(5) The indemnity payable with respect to the total planted acreage in the final adjustment of loss shall be the sum of all loss calculations applicable to such acreage, but where the actual production of any harvested acreage exceeds the guaranteed production of such acreage, the indemnity otherwise payable for a loss in production shall be reduced by the amount obtained by multiplying such excess by the established price per ton.

#### PROOF OF LOSS

15.—(1) A claim for indemnity in respect of the insured crop shall be made on a proof of loss form provided by the Commission and shall be filed with the Commission not later than sixty days after,

(a) the completion of harvesting of the insured crop; or

(b) the end of the crop year,

whichever is the earlier.

(2) Subject to subparagraph (3), a claim for indemnity shall be made by the insured person.

(3) A claim for indemnity may be made,

(a) in the case of the absence or inability of the insured person, by his agent; or

(b) in the case of the absence or inability of the insured person or on his failure or refusal to do so, by an assignee under an assignment made in accordance with paragraph 10.

(4) Where required by the Commission, the information given in a proof of loss shall be verified by statutory declaration.

#### ARBITRATION

16. Where the Commission and the insured person fail to resolve any dispute respecting the adjustment of a loss under this contract, the matter shall be determined by arbitration in accordance with the regulations.

#### TIME FOR PAYMENT OF INDEMNITY

17.—(1) No indemnity under this contract becomes due and payable until,

(a) the end of the crop year; and

(b) the premium has been paid in full.

(2) Where the indemnity payable by the Commission under this contract is established by the filing of a proof of loss form or by an award of an arbitrator or board of arbitration, it shall be paid within sixty days of the receipt by the Commission of the proof of loss form or award, as the case may be.

(3) Nothing in this paragraph prevents the Commission from paying indemnity under this contract at an earlier date.

#### SUBROGATION

18. Where the Commission has paid a claim under this contract, the Commission is subrogated to the extent thereof to all rights of recovery of the insured person against any person and may bring action in the name of the insured person to enforce those rights.

#### RIGHT OF ENTRY

19. The Commission has a right of entry to the premises of the insured person that may be exercised by agents of the Commission at any reasonable time or times for any purpose related to the contract of insurance.

#### NOTICE

20.—(1) Any written notice to the Commission shall be given by delivery thereof or by sending it by mail to the Commission.

(2) Written notice to the insured person shall be given by delivery thereof or by sending it by mail addressed to him at his last post office address on file with the Commission.

IN WITNESS WHEREOF The Crop Insurance Commission of Ontario has caused this contract of insurance to be signed by its general manager but the same shall not be binding upon the Commission until countersigned by a duly authorized representative thereof.

Countersigned and dated at....., this  
.....day of....., 19....

.....  
Duly Authorized Representative                      General Manager

O. Reg. 516/75, Form 1; O. Reg. 301/79, s. 3; O. Reg. 385/80, s. 1.

Form 2

Crop Insurance Act (Ontario)

APPLICATION FOR CROP INSURANCE

To: The Crop Insurance Commission of Ontario:

.....  
(name of person, corporation or partnership, and if partnership, names of all partners)

..... (address) ..... (telephone no.)

applies for crop insurance on ..... (for processing) under the *Crop Insurance Act (Ontario)* and the regulations and in support of this application the following facts are stated:

1. The applicant is the owner-operator or tenant-operator of the farm or farms described in paragraph 4.
2. Crop Plan ..... 3. Crop Year .....
4. Description of farm or farms and acreage grown to insured crop:

No. of Acres or Tons to be Insured	Lot	Concession	Township	County, etc.	Owner or Tenant

5. The applicant agrees to insure all acreage eligible for insurance under the regulations.
6. Coverage applied for as calculated by the Commission is: .....
7. The applicant hereby authorizes the processor named below to deduct the required premium from moneys owing by the processor to the applicant for harvested production.
- Yes ☐ No ☐
8. If the premium is not paid by the processor, the applicant hereby agrees to pay to the Commission the premium in full upon demand.
9. The applicant hereby agrees to immediately notify the Commission of any loss or damage to the insured crop.

10. A Grower's Contract for the .....year is in effect with:

Name of Processor: .....

Plant Address: .....

11. In addition to acreage under contract to the processor named herein, the applicant intends to grow .....acres of the designated crop.

Dated at ....., this .....day of ....., 19.....

.....

(signature of applicant)

The processor named above hereby confirms the existence of a contract with the applicant and, where authorized, undertakes to deduct the premium pursuant to paragraph 7 above and to thereupon remit such premium forthwith to The Crop Insurance Commission of Ontario.

.....

(signature of agent authorized by processor)

ASSIGNMENT OF INDEMNITY

Subject to any deduction in respect of premium, I hereby assign to the above-mentioned processor all moneys payable by the Commission as a result of loss, up to an amount equal to my total indebtedness to the processor which was incurred with my written approval for the growing of this crop, and authorize that all moneys payable by the Commission be paid jointly to the processor and myself.

.....

(witness)

.....

(signature of applicant)



## REGULATION 210

under the Crop Insurance Act (Ontario)

### CROP INSURANCE PLAN FOR HAY AND PASTURE

1. The plan in the Schedule is established for the insurance within Ontario of hay and pasture. O. Reg. 600/77, s. 1.

#### Schedule

*Crop Insurance Act (Ontario)*

#### PLAN

1. This plan may be cited as "The Ontario Crop Insurance Plan for Hay and Pasture".

2. The purpose of this plan is to provide for insurance against a loss in the production of hay or pasture resulting from one or more of the perils designated in section 4.

#### INTERPRETATION

3. In this plan,

(a) "hay and pasture" means feed for live stock produced from grasses or legumes and,

(i) fed as pasture, or

(ii) cut and stored as hay or hay silage;

(b) "normal production" means the value of production which might reasonably be expected from the insured acreage computed by the Commission on such basis as it approves.

#### DESIGNATION OF PERILS

4. The following are designated as perils for the purposes of this plan:

1. Lack of heat.

2. Lack of rainfall.

3. Lack of sunshine.

#### DESIGNATION OF CROP YEAR

5. The crop year for hay and pasture is the period from the 1st day of March in any year to the 30th day of September next following.

### CONTRACT OF INSURANCE

6. For the purpose of this plan, the entire contract of insurance for hay and pasture shall be deemed to be comprised of,

(a) the contract of insurance in the form prescribed by Regulation 231 of Revised Regulations of Ontario, 1980;

(b) an endorsement for hay and pasture in Form 1;

(c) the application for insurance in Form 2; and

(d) any amendment to a document referred to in clause (a), (b) or (c) agreed upon in writing.

7. An application for insurance shall,

(a) be in Form 2;

(b) be accompanied by the full premium which shall be a minimum of \$15; and

(c) be filed with the Commission not later than,

(i) the 1st day of May, or

(ii) for areas north of and including Manitoulin, Parry Sound and Haliburton, the 15th day of May,

in the crop year in respect of which it is made or such other date as may be determined from time to time by the Commission.

#### DURATION OF CONTRACT

8.—(1) A contract of insurance shall be in force for the crop year in respect of which it is made, and shall continue in force for each crop year thereafter until it is cancelled by the insured person or the Commission in the manner prescribed by subsection (2) or is terminated in accordance with the regulations.

(2) A contract of insurance may be cancelled by the insured person or the Commission by notice in writing to the other party on or before,

(a) the 1st day of May; or

(b) for areas north of and including the territorial districts of Manitoulin and Parry Sound and the Provisional County of Haliburton, the 15th day of May,

in the crop year during which the cancellation is to be effective.

COVERAGE

9.—(1) The maximum coverage per acre shall be computed by the Commission on the basis of soil type, crop management and such other basis as the Commission may approve.

(2) The insured person may select coverage per acre in any amount up to the maximum coverage as determined under subsection (1).

10. The maximum amount for which the Commission is liable under a contract of insurance is the coverage per acre multiplied by the number of insured acres.

PREMIUMS

11.—(1) Subject to subsections (2) and (3), the total premium payable in the crop year shall be 6 per cent of the coverage selected for each acre of the insured crop.

(2) The premium mentioned in subsection (1) shall be reduced at the rate of 5 per cent for each year of continuous participation by the insured person in the plan following the first year, to a maximum of 20 per cent.

(3) Notwithstanding subsections (1) and (2), the minimum premium payable by an insured person in each crop year is \$15.

(4) The premium prescribed by subsections (1), (2) and (3) includes payments in respect of premiums made by the Government of Canada under the *Crop Insurance Act* (Canada). O. Reg. 600/77, Sched.; O. Reg. 180/78, s. 1; O. Reg. 425/79, s. 1.

Form 1

*Crop Insurance Act (Ontario)*

HAY AND PASTURE ENDORSEMENT

WHEREAS the insured person has applied for crop insurance for hay and pasture under The Ontario Crop Insurance Plan for Hay and Pasture, hereinafter referred to as "the plan", and has paid the premium prescribed thereunder;

NOW THEREFORE, subject to the *Crop Insurance Act (Ontario)* and the regulations made thereunder, the contract of insurance between The Crop Insurance Commission of Ontario and the insured person is hereby extended to cover hay and pasture.

HARVESTING OF INSURED ACREAGE

1. All acreage seeded to hay in a crop year shall be harvested or pastured unless the Commission, upon application therefor in writing, consents in writing to,

- (a) the use of the insured acreage or any part thereof for another purpose; or
- (b) the abandonment or destruction of the insured crop or any part thereof.

EVALUATION OF LOSS

2. The actual production of the insured acreage shall be computed by the Commission on the basis of daily temperature, hours of sunlight and rainfall for the area in which the insured acreage is situate, or on such other basis as the Commission approves.

3. Where the actual production determined under paragraph 2 is less than the normal production for that acreage as computed by the Commission, the amount of loss shall be calculated by the Commission as a percentage of the total coverage in the manner set out in the Table.

INCORRECT ACREAGE

4. Where the actual acreage of hay or pasture in a crop year is less than the acreage declared on the application, the amount of insurance may be reduced proportionately. O. Reg. 600/77, Form 1.

TABLE

Actual Production as a Percentage of Normal Production	Claim as a Percentage of Total Coverage
80% or more	0
70%	20
60%	40
50%	60
40%	80
30% or less	100

O. Reg. 600/77, Table.

Form 2

Crop Insurance Act (Ontario)

APPLICATION

HAY AND PASTURE PLAN

.....

surname

.....

given names

.....

address

.....

city

.....

postal code

.....

telephone no.

County (Home Farm)	Township (Home Farm)	Lot Number	Concession Number	

(The applicant must be either an owner-operator or a tenant-operator. An Operator is one who controls or directs the operation of the farm.)

The above applicant hereby applies for crop insurance for Hay and Pasture under the *Crop Insurance Act (Ontario)* and the regulations and in support of the application the following facts are stated:

1. Maximum Eligible Coverage—This Application

(a) Category No. 1 Acreage

..... @ \$ ..... = \$ .....

acres per acre

(b) Category No. 2 Acreage

..... @ ..... = \$ .....

acres per acre

Totals

===== maximum  
eligible coverage \$ =====

2. Coverage and Premium

(a) Coverage applied for \$ .....

(b) Premium Calculation

\$ ..... × \$ ..... = \$ .....

coverage rate per premium  
applied \$100 due  
for in coverage  
hundreds (\$)

Your payment of this premium must accompany this application.

Insured .....

signature

I acknowledge receipt of the above premium

.....

agent's signature

.....

place date

This application is subject to approval by The Crop Insurance Commission of Ontario.



## REGULATION 211

under the Crop Insurance Act (Ontario)

### CROP INSURANCE PLAN FOR HAY SEEDING ESTABLISHMENT

1. The plan in the Schedule is established for the insurance within Ontario of the seeding establishment of hay. O. Reg. 365/74, s. 1.

#### Schedule

*Crop Insurance Act (Ontario)*

#### PLAN

1. This plan may be cited as "The Ontario Crop Insurance Plan for Hay Seeding Establishment".

2. The purpose of this plan is to provide insurance against loss arising when the seeding establishment of a hay crop is adversely affected by one or more of the designated perils.

#### INTERPRETATION

3. In this plan,

- (a) "harvesting" includes pasturing;
- (b) "hay" means feed for live stock produced from grasses or legumes;
- (c) "seeded acreage" means acreage seeded to grasses or legumes during the current crop year for the purpose of producing hay or pasture.

#### DESIGNATION OF PERILS

4. The following are designated as perils for the purposes of this plan:

- 1. Drought.
- 2. Excessive moisture.
- 3. Excessive rainfall.
- 4. Flood.
- 5. Frost.
- 6. Hail.
- 7. Insect infestation.
- 8. Plant disease.

9. Wildlife.

10. Wind.

11. Winterkill.

#### DESIGNATION OF CROP YEAR

5. The crop year for hay seeding establishment is the period from the 1st day of January to the 30th day of May in the calendar year next following.

#### CONTRACT OF INSURANCE

6. For the purposes of this plan, the entire contract of insurance for hay seeding establishment shall be deemed to be comprised of,

- (a) the contract of insurance in the form prescribed by Regulation 231 of Revised Regulations of Ontario, 1980;
- (b) an endorsement for hay seeding establishment in Form 1;
- (c) the application for insurance in Form 2; and
- (d) any amendment to a document referred to in clause (a), (b) or (c) agreed upon in writing.

7. An application for insurance shall,

- (a) be in Form 2; and
- (b) in the case of spring-sown hay, be filed with the Commission not later than,
  - (i) the 1st day of May, or
  - (ii) for areas north of and including the territorial districts of Manitoulin and Parry Sound and the Provisional County of Haliburton, the 15th day of May; or
- (c) in the case of hay sown after the 1st day of August, be filed with the Commission not later than the 15th day of September in the crop year.

#### DURATION OF CONTRACT

8. A contract of insurance shall be in force for the crop year in respect of which it is made.

## COVERAGE

9.—(1) Subject to subsection (2), the maximum coverage is,

(a) \$25; or

(b) \$35,

for each acre sown to hay that fails to establish a reasonable stand.

(2) A minimum of 3 acres must be lost before any indemnity is payable.

10. The maximum amount for which the Commission is liable under a contract of insurance is the amount obtained by multiplying the per acre coverage determined under section 9 by the number of insured acres.

## PREMIUMS

11.—(1) The total premium is,

(a) \$3.30 per acre where the maximum coverage is \$25 per acre; or

(b) \$4.70 per acre where the maximum coverage is \$35 per acre.

(2) The premium prescribed by subsection (1) includes payments in respect of premiums made by the Government of Canada under the *Crop Insurance Act* (Canada).

## NOTIFICATION OF LOSS

12. Any loss must be reported to the Commission as soon as it becomes apparent and in no case will any indemnity be paid in respect of losses not reported before the end of the crop year. O. Reg. 365/74, Sched.; O. Reg. 491/75, ss. 1-3; O. Reg. 679/76, s. 1; O. Reg. 110/77, ss. 1, 2; O. Reg. 181/78, ss. 1, 2; O. Reg. 976/78, ss. 1-3; O. Reg. 27/80, s. 1; O. Reg. 1126/80, ss. 1, 2.

## Form 1

*Crop Insurance Act (Ontario)*

HAY SEEDING ESTABLISHMENT  
ENDORSEMENT

WHEREAS the insured person has applied for crop insurance for hay seeding establishment under The Crop Insurance Plan for Hay Seeding Establishment, hereinafter referred to as "the plan", and has paid the premium prescribed thereunder:

NOW THEREFORE, subject to the *Crop Insurance Act (Ontario)* and the regulations made thereunder, the contract of insurance between The Crop Insurance Commission of Ontario and the insured person is hereby extended to cover hay seeding establishment.

## HARVESTING OF INSURED ACREAGE

1. All acreage seeded to hay in a crop year shall be harvested unless the Commission, upon application therefor in writing, consents in writing to,

(a) the use of the insured acreage or any part thereof for another purpose; or

(b) the abandonment or destruction of the insured crop or any part thereof.

## EVALUATION OF LOSS

2. For the purposes of this plan, a loss shall be deemed to have occurred where, as a result of an insured peril, 3 acres or more of the insured crop fails to establish a reasonable stand.

## FINAL ADJUSTMENT OF LOSS

3.—(1) Subject to subparagraphs (2) and (3), the indemnity payable with respect to the total seeded acreage shall be the amount obtained by multiplying the per acreage coverage determined under section 9 of the Plan by the number of insured acres.

(2) Indemnity is payable only in respect of acreage destroyed after inspection by the Commission.

(3) No indemnity is payable in respect of acreage that has been harvested or pastured. O. Reg. 365/74, Form 1; O. Reg. 491/75, s. 4; O. Reg. 1126/80, s. 3.

Form 2

Crop Insurance Act (Ontario)

APPLICATION FOR CROP INSURANCE

To: The Crop Insurance Commission of Ontario:

.....	
Contract No.	Name of Insured
.....	
Address	
.....	
City	Postal Code Telephone No.

(The Applicant must be either an owner-operator or a tenant-operator. An operator is one who controls or directs the operation of the farm.)

HOME FARM

.....	.....	.....	.....
County	Township	Lot No.	Concession No.

applies for crop insurance under the *Crop Insurance Act (Ontario)* and the regulations and in support of this application the following facts are stated:

Number of Acres: Owned ☐ Rented ☐ Other ☐

Years growing crop(s) applied for: .....

Fertilizer: .....

Drainage: Systematic ☐ Tiled in low runs ☐ Naturally drained ☐ Undrained ☐

Planting—To be completed by: Own equipment ☐ Shared equipment ☐ Custom operator ☐

Weed Control—To be completed by: Own equipment ☐ Shared equipment ☐ Custom operator ☐

Harvesting—To be completed by: Own equipment ☐ Shared equipment ☐ Custom operator ☐

Full-time farmer: Yes ☐ No ☐ If no, state other occupation .....

Name of Bank: ..... Branch: .....

Type of farming operation: .....

For new contracts and endorsements only	To be completed by agent	NOTE: a premium deposit of \$15 is required for each crop plan if pre-plant coverage is not applied for	
Crop(s)	Average Farm Yield	Price Option	No. Acres

If pre-plant coverage is selected, coverage per acre is \$

NOTE: A premium deposit must accompany this application. Complete section A or B.

A. Pre-plant: (All spring sown/planted acres must be included)

Deposit: \$1 × acres = \$

B. Premium Deposit: (All intended insured acres must be included)

Deposit: \$1 × acres = \$

I acknowledge receipt of above premium deposit.

.....  
(signature of agent) (date) (signature of applicant)

O. Reg. 282/80, s. 1.

## REGULATION 212

under the Crop Insurance Act (Ontario)

### CROP INSURANCE PLAN FOR LIMA BEANS

1. The plan in the Schedule is established for the insurance within Ontario of lima beans. O. Reg. 515/75, s. 1.

#### Schedule

*Crop Insurance Act (Ontario)*

#### PLAN

1. This plan may be cited as "The Ontario Crop Insurance Plan for Lima Beans".

2. The purpose of this plan is to provide for insurance against a loss in the production of lima beans resulting from one or more of the perils designated in section 4.

#### INTERPRETATION

3. In this plan,

(a) "average farm yield" means the average of previous yields of the planted acreage computed by the Commission on the basis of acreage production records of the insured person or such other basis as the Commission determines;

(b) "processor" means a processor of lima beans who is subject to the provisions of the *Farm Products Marketing Act* and the regulations made thereunder and any annual agreement for marketing of lima beans for processing;

(c) "lima beans" means lima beans produced in Ontario,

(i) for processing under a contract between a grower and a processor, and

(ii) on acreage specified in such contract;

(d) "ton" means 2,000 pounds.

#### DESIGNATION OF PERILS

4. The following are designated as perils for the purpose of this plan:

1. Drought.

2. Excessive moisture.

3. Excessive rainfall.

4. Flood.

5. Frost.

6. Hail.

7. Insect infestation.

8. Plant disease.

9. Wild life.

10. Wind.

11. Any adverse weather condition.

#### DESIGNATION OF CROP YEAR

5. The crop year for lima beans is the period from the 1st day of March in any year to the 15th day of October next following.

#### CONTRACT OF INSURANCE

6. For the purpose of this plan, the entire contract of insurance for lima beans shall be deemed to be comprised of,

(a) the contract of insurance in Form 1;

(b) the application for insurance in Form 2;

(c) an amendment to any document referred to in clause (a) or (b) agreed upon in writing.

7. An application for insurance shall,

(a) be in Form 2; and

(b) be filed with the Commission not later than the 1st day of May or such other date as may be determined from time to time by the Commission.

#### DURATION OF CONTRACT

8. A contract of insurance shall be in force for the crop year in respect of which it is made unless it is terminated in accordance with the regulations.

#### COVERAGE

9. The total guaranteed production under a contract of insurance is 80 per cent of the average farm yield of the insured person as determined by

the Commission multiplied by the number of insured acres.

10. The maximum amount for which the Commission is liable for a loss in production under a contract of insurance shall be the amount obtained by multiplying the total guaranteed production determined under section 9 by the established price per ton determined under section 11.

11. The established price for lima beans shall be determined by the Commission in each crop year on the basis of the grower-processor marketing agreement.

PREMIUMS

12.—(1) The total premium payable in respect of acreage under contract to a processor is \$44 per acre.

(2) Notwithstanding any authorization by an insured person in his application for insurance, the payment of the premium in respect of the contract of insurance is the responsibility of the insured person and such premium shall be paid in any event not later than the 15th day of October in the crop year.

(3) The premium prescribed by subsection (1) includes such payments in respect of a premium as may be made by the Government of Canada under the *Crop Insurance Act* (Canada).

FINAL DATE FOR SEEDING

13. For the purposes of this plan, the final date for planting lima beans in a crop year is the 1st day of July or such other date as may be determined from time to time by the Commission.

FINAL DATE FOR HARVESTING

14. For the purposes of this plan, the final date for harvesting lima beans in a crop year is the 15th day of October or such other date as may be determined from time to time by the Commission.

O. Reg. 515/75, Sched.; O. Reg. 680/76, s. 1; O. Reg. 496/77, s. 1; O. Reg. 343/78, s. 1; O. Reg. 302/79, s. 1.

TABLE

Percentage By-passed of Total Acreage Contracted by Processor	Maximum Insurance Liability (percentage of average farm yield)
4.9 per cent or less	80
5 – 8.9 per cent	70
9 – 12.9 per cent	60
13 per cent or more	50

O. Reg. 680/76, s. 2.

Form 1

*Crop Insurance Act (Ontario)*

CONTRACT OF INSURANCE

BETWEEN:

THE CROP INSURANCE COMMISSION OF ONTARIO,  
hereinafter referred to as "THE COMMISSION",

OF THE FIRST PART

— and —

of the.....of.....

in the County (or as the case may be) of.....  
hereinafter referred to as "THE INSURED  
PERSON",

OF THE SECOND PART

WHEREAS the insured person has applied for crop insurance on lima beans under The Ontario Crop Insurance Plan for Lima Beans hereinafter referred to as "the plan".

NOW THEREFORE, subject to the *Crop Insurance Act (Ontario)*, and the regulations made thereunder, where in a crop year the insured person suffers a loss in the production of lima beans resulting from one or more of the perils designated in the plan, the Commission, subject to the terms and conditions hereinafter set forth, agrees to indemnify the insured person in respect of such loss.

TERMS AND CONDITIONS

CAUSES OF LOSS NOT INSURED AGAINST

1. This contract does not insure against, and no indemnity shall be paid in respect of a loss in the production of the insured crop resulting from,

- (a) the negligence, misconduct or poor farming practices of the insured person or his agents or employees;
- (b) a shortage of labour or machinery;
- (c) insect infestation or plant disease unless recommended spray programs were followed; or
- (d) a peril other than the perils designated in the plan.

EXTENT OF INSURANCE

2.—(1) The insured person shall offer for insurance all acreage planted in the crop year to lima beans on the

farm or farms operated by him in Ontario, whether grown under contract or not and, subject to subparagraph (2), this contract applies to all such acreage.

(2) This contract does not apply to, and no indemnity is payable in respect of, acreage planted to the insured crop,

- (a) that was not adequately prepared for cropping purposes;
- (b) that was planted after the final date prescribed for planting in the plan;
- (c) that, in the opinion of the Commission, is not insurable;
- (d) for which a contract between the insured person and the processor is not in effect; or
- (e) on which the insured crop is a volunteer crop.

#### VARIATION IN PLANTED ACREAGE

3.—(1) Where the acreage planted by the insured person in the crop year is not the same as that stated in the application for insurance, the insured person shall, not later than the 15th day of July or such other date as may be determined by the Commission, notify the Commission in writing of the actual acreage planted.

(2) Where the actual planted acreage of the insured crop is less than that stated in the application for insurance, the total guaranteed production and the maximum amount of the indemnity shall be reduced proportionately.

(3) Where the actual planted acreage of the insured crop is more than that stated in the application for insurance, unless the processor increases the contract acreage accordingly, the total guaranteed production, the maximum amount of indemnity and the premium payable shall not be increased but the production from the total planted acreage shall be included in establishing the production of the insured person.

#### HARVESTING OF PLANTED ACREAGE

4.—(1) All acreage planted to the insured crop in the crop year shall be harvested as lima beans for processing unless the Commission, upon application therefor in writing, consents in writing to,

- (a) the use of the planted acreage or any part thereof for another purpose; or
- (b) the abandonment or destruction of the insured crop or any part thereof.

(2) The final date for the harvesting referred to in subparagraph (1) is the 15th day of October or such other date as may be determined from time to time by the Commission.

(3) Where the harvesting of any planted acreage is not completed on the date prescribed by subparagraph (2), the insured person shall forthwith notify the Commission in writing.

(4) Where an insured person fails to notify the Commission in accordance with subparagraph (3), no indemnity shall be paid in respect of the unharvested acreage.

#### MISREPRESENTATION, VIOLATION OF CONDITIONS OR FRAUD

5. Where the insured person,

- (a) in his application for insurance,
  - (i) gives false particulars of the insured crop to the prejudice of the Commission, or
  - (ii) knowingly misrepresents or fails to disclose any fact required to be stated therein;
- (b) contravenes a term or condition of the contract of insurance;
- (c) commits a fraud in respect of the insured crop; or
- (d) wilfully makes a false statement in respect of a claim under the contract of insurance,

a claim by the insured person is invalid and his right to recover indemnity is forfeited.

#### WAIVER OR ALTERATION

6. No term or condition of this contract shall be deemed to be waived or altered in whole or in part by the Commission unless the waiver or alteration is clearly expressed in writing signed by the Commission or a representative authorized for that purpose by the Commission.

#### INTEREST OF OTHER PERSONS

7. Notwithstanding that a person other than the insured person holds an interest of any kind in the insured crop, for the purposes of this contract,

- (a) the interest of the insured person in the insured crop is deemed to be the full value of the total guaranteed production; and
- (b) except as provided in paragraph 19, no indemnity shall be paid to any person other than the insured person.

## ASSIGNMENT OF RIGHT TO INDEMNITY

8. The insured person may assign all or part of his right to indemnity under this contract in respect of the insured crop but an assignment is not binding on the Commission and no payment of indemnity shall be made to an assignee unless,

- (a) the assignment is made on a form provided by the Commission; and
- (b) the Commission consents thereto in writing.

## EVALUATION OF LOSS

9.—(1) Where the planting of three acres or more of lima beans before the final planting date is prevented by one or more of the designated perils, an indemnity shall be paid in respect of each unplanted acre calculated on the basis of 20 per cent of the guaranteed production per acre multiplied by the established price per ton.

(2) Any acreage in respect of which an indemnity is paid under subparagraph (1) shall be released from the contract of insurance, the guaranteed production and indemnity payable shall be reduced accordingly and the production from any such acreage planted to lima beans after the final planting date shall not be taken into account in calculating the average farm yield.

10.—(1) Where loss or damage to three acres or more of the insured crop occurs at any time following the planting of the insured crop or any part thereof, the Commission, upon application therefor in writing by the insured person, may consent in writing to,

- (a) the replanting of the damaged acreage, provided that the replanting is completed not later than the 1st day of July;
- (b) the use of the damaged acreage for an alternate crop; or
- (c) the abandonment or destruction of the insured crop on such damaged acreage.

(2) Where the damaged acreage is replanted to lima beans in accordance with clause (1) (a), the Commission shall pay to the insured person a supplementary benefit of \$15 for each acre replanted and the contract of insurance shall continue to apply to such replanted acreage.

(3) Where the damaged acreage is used for an alternate crop in accordance with clause (1) (b), the Commission shall pay to the insured person a supplementary benefit of \$15 for each acre replanted, the replanted acreage shall be released from the contract of insurance and the guaranteed production and indemnity payable shall be reduced accordingly.

11.—(1) Where harvesting has been completed, the amount of loss that shall be taken into account in the final adjustment of loss in respect of the total planted acreage shall be calculated by multiplying the difference between the guaranteed production and the actual production by the established price per ton.

(2) For the purpose of subparagraph (1), actual production shall include,

- (a) production delivered to and accepted by a processor;
- (b) production delivered to and rejected by a processor unless the rejection resulted from a cause of loss designated in the plan;
- (c) production harvested but not delivered to a processor; and
- (d) potential production of wholly or partially unharvested acreage unless the failure to harvest resulted from a cause of loss designated in the plan.

(3) Notwithstanding subparagraph (1), where all or any part of the insured acreage is by-passed due to an insured peril, the Commission, upon application therefor in writing by the insured person, may consent in writing to the release from the contract of insurance of the by-passed acreage and adjust the loss on such acreage without regard to the production of any remaining acreage.

(4) Notwithstanding subparagraph (1), the indemnity payable in respect of by-passed acreage shall be calculated on the basis of the by-passing record of the processor to whom the crop is contracted in accordance with the Table.

## NOTICE OF LOSS OR DAMAGE

12.—(1) Where loss or damage to the insured crop results from one or more of the perils insured against and the insured person intends to abandon or destroy the insured crop, or to replant or use the planted acreage for another purpose, the insured person shall notify the Commission in writing of such intention and shall take no further action without the consent in writing of the Commission.

(2) Where loss or damage to the insured crop results from one or more of the perils insured against and the damage was occasioned at a readily ascertainable time, the insured person shall notify the Commission in writing within twenty-four hours of such time.

(3) Where loss or damage to the insured crop results from one or more of the perils insured against and it appears, or ought reasonably to appear, to the insured person at any time after planting and before the com-

pletion of harvesting of the insured crop that the production of the insured crop may thereby be reduced, the insured person shall, as soon as the loss or damage is apparent, notify the Commission in writing forthwith.

(4) Notwithstanding any notice given by the insured person under this paragraph, where on completion of harvesting of the insured crop,

- (a) the actual production is less than the total guaranteed production; and
- (b) the loss resulted from one or more of the perils insured against,

the insured person shall notify the Commission in writing forthwith.

#### NOTICE OF BY-PASSING

13. Where acreage is by-passed by the processor, the insured person shall notify the Commission forthwith by telephone and confirm in writing within twenty-four hours.

#### ABANDONMENT, DESTRUCTION OR ALTERNATE USE

14.—(1) Acreage planted to the insured crop shall not be put to another use and the insured crop shall not be abandoned or destroyed until the Commission has appraised the potential production of the acreage.

(2) An appraisal made under subparagraph (1) shall not be taken into account in the final adjustment of loss where the insured person harvests the appraised acreage.

#### ADJUSTMENT OF LOSS

15.—(1) The indemnity payable for loss or damage to the insured crop shall be determined in the manner prescribed by this contract.

(2) The Commission may cause the production of the insured crop to be appraised by any method that it considers proper.

(3) No indemnity shall be paid for a loss in respect of the insured crop unless the insured person establishes,

- (a) the actual production obtained from the insured crop for the crop year; and
- (b) that the loss in production or part thereof resulted directly from one or more of the perils insured against.

(4) Where a loss in production resulted partly from a peril insured against and partly from a cause of loss not insured against, the Commission

shall determine the amount of the loss that resulted from the cause of loss not insured against, and the indemnity payable by the Commission under this contract shall be reduced accordingly.

(5) The indemnity payable with respect to the total planted acreage in the final adjustment of loss shall be the sum of all loss calculations applicable to such acreage, but where the actual production of any harvested acreage exceeds the guaranteed production of such acreage, the indemnity otherwise payable for a loss in production shall be reduced by the amount obtained by multiplying such excess by the established price per ton.

#### PROOF OF LOSS

16.—(1) A claim for indemnity in respect of the insured crop shall be made on a proof of loss form provided by the Commission and shall be filed with the Commission not later than sixty days after,

- (a) the completion of harvesting of the insured crop; or
- (b) the end of the crop year,

whichever is the earlier.

(2) Subject to subparagraph (3), a claim for indemnity shall be made by the insured person.

(3) A claim for indemnity may be made,

- (a) in the case of the absence or inability of the insured person, by his agent; or
- (b) in the case of the absence or inability of the insured person or on his failure or refusal to do so, by an assignee under an assignment made in accordance with paragraph 8.

(4) Where required by the Commission, the information given in a proof of loss form shall be verified by statutory declaration.

#### ARBITRATION

17. Where the Commission and the insured person fail to resolve any dispute respecting the adjustment of a loss under this contract, the matter shall be determined by arbitration in accordance with the regulations.

#### TIME FOR PAYMENT OF INDEMNITY

18.—(1) No indemnity under this contract becomes due and payable until,

- (a) the end of the crop year; and
- (b) the premium has been paid in full.

(2) Where the indemnity payable by the Commission under this contract is established by the filing of a proof of loss form or by an award of an arbitrator or board of arbitration, it shall be paid within sixty days of the receipt by the Commission of the proof of loss form or award, as the case may be.

(3) Nothing in this paragraph prevents the Commission from paying indemnity under this contract at an earlier date.

SUBROGATION

19. Where the Commission has paid a claim under this contract, the Commission is subrogated to the extent thereof to all rights of recovery of the insured person against any person and may bring action in the name of the insured person to enforce those rights.

RIGHT OF ENTRY

20. The Commission has a right of entry to the premises of the insured person that may be exercised by agents of the Commission at any reasonable time or times for any purpose related to the contract of insurance.

NOTICE

21.—(1) Any written notice to the Commission shall be given by delivery thereof or by sending it by mail to the Commission.

(2) Written notice to the insured person shall be given by delivery thereof or by sending it by mail addressed to him at his last post office address on file with the Commission.

IN WITNESS WHEREOF The Crop Insurance Commission of Ontario has caused this contract of insurance to be signed by its general manager but the same shall not be binding upon the Commission until countersigned by a duly authorized representative thereof.

Countersigned and dated at.....  
this.....day of....., 19.....  
.....  
Duly Authorized Representative    General Manager

O. Reg. 515/75, Form 1; O. Reg. 680/76, s. 3; O. Reg. 302/79, s. 2; O. Reg. 384/80, s. 1.

Form 2

Crop Insurance Act (Ontario)

APPLICATION FOR CROP INSURANCE

To: The Crop Insurance Commission of Ontario:

.....  
(name of person, corporation or partnership, and if partnership, names of all partners)

..... (address) ..... (telephone no.)

applies for crop insurance on ..... (for processing) under the *Crop Insurance Act (Ontario)* and the regulations and in support of this application the following facts are stated:

- 1. The applicant is the owner-operator or tenant-operator of the farm or farms described in paragraph 4.
- 2. Crop Plan ..... 3. Crop Year .....
- 4. Description of farm or farms and acreage grown to insured crop:

No. of Acres or Tons to be Insured	Lot	Concession	Township	County, etc.	Owner or Tenant

- 5. The applicant agrees to insure all acreage eligible for insurance under the regulations.
- 6. Coverage applied for as calculated by the Commission is: .....
- 7. The applicant hereby authorizes the processor named below to deduct the required premium from moneys owing by the processor to the applicant for harvested production.

Yes ☐ No ☐

- 8. If the premium is not paid by the processor, the applicant hereby agrees to pay to the Commission the premium in full upon demand.
- 9. The applicant hereby agrees to immediately notify the Commission of any loss or damage to the insured crop.
- 10. A Grower's Contract for the .....year is in effect with:

Name of Processor: .....  
Address : .....

- 11. In addition to acreage under contract to the processor named herein, the applicant intends to grow .....acres of the designated crop.

.....  
(signature of applicant)

The processor named above hereby confirms the existence of a contract with the applicant and, where authorized, undertakes to deduct the premium pursuant to paragraph 7 above and to thereupon remit such premium forthwith to The Crop Insurance Commission of Ontario.

.....  
(signature of agent authorized by processor)

ASSIGNMENT OF INDEMNITY

Subject to any deduction in respect of premium, I hereby assign to the above-mentioned processor all moneys payable by the Commission as a result of loss, up to an amount equal to my total indebtedness to the processor which was incurred with my written approval for the growing of this crop, and authorize that all moneys payable by the Commission be paid jointly to the processor and myself.

..... (witness) ..... (signature of applicant)



## REGULATION 213

under the Crop Insurance Act (Ontario)

### CROP INSURANCE PLAN FOR ONIONS GROWN FROM SEED

1. The plan in the Schedule is established for the insurance within Ontario of onions grown from seed. O. Reg. 366/74, s. 1:

#### Schedule

*Crop Insurance Act (Ontario)*

#### PLAN

1. This plan may be cited as "The Ontario Crop Insurance Plan for Onions Grown from Seed".

2. The purpose of this plan is to provide for insurance against a loss in the production of onions resulting from one or more of the perils designated in section 4.

#### INTERPRETATION

3. In this plan,

(a) "bag" means 50 pounds;

(b) "onions" means field run yellow cooking onions grown from seed.

#### DESIGNATION OF PERILS

4.—(1) Subject to subsection (2), the following are designated as perils for the purposes of this plan:

1. Drought.
2. Excessive rainfall.
3. Flood.
4. Frost.
5. Hail.
6. Insect infestation.
7. Plant disease.
8. Wind.

(2) This contract does not insure against a loss in the production of onions in a crop year resulting from insect infestation or plant disease unless the insured person establishes that he followed a recommended control program during the crop year.

5. The crop year for onions is the period from the 1st day of March in any year to the 31st day of October next following.

#### CONTRACT OF INSURANCE

6. For the purposes of this plan, the entire contract of insurance for onions shall be deemed to be comprised of,

- (a) the contract of insurance in the form prescribed by Regulation 231 of Revised Regulations of Ontario, 1980;
- (b) the application for insurance in Form 1;
- (c) an endorsement for onions in Form 2;
- (d) the final acreage report in Form 3 for each crop year; and
- (e) any amendment to a document referred to in clause (a), (b), (c) or (d) agreed upon in writing.

7.—(1) An application for insurance shall,

- (a) be in Form 1;
- (b) be accompanied by a premium deposit of at least \$50; and
- (c) be filed with the Commission not later than the 1st day of April in the crop year in respect of which it is made.

(2) Premium deposits prescribed by clause (1) (b) shall not be refundable unless no acreage is planted to onions.

#### DURATION OF CONTRACT

8.—(1) A contract of insurance shall be in force for the crop year in respect of which it is made, and shall continue in force for each crop year thereafter until it is cancelled by the insured person or the Commission in the manner prescribed by subsection (2) or is terminated in accordance with the regulations.

(2) A contract of insurance may be cancelled by the insured person or the Commission by notice in writing to the other party on or before the 1st day of April in the crop year during which the cancellation is to be effective.

## COVERAGE

9.—(1) Subject to subsections (2) and (3), the coverage provided under a contract of insurance shall be 60 per cent of the area average yield in bags, as determined by the Commission in respect of the area in which the insured acreage is situate, applied to the total acreage seeded to onions by the insured person in accordance with the regulations.

(2) The coverage provided under subsection (1) shall be increased by 5 per cent following each consecutive no claim year to a maximum of 70 per cent of the area average yield.

(3) The coverage provided under subsections (1) and (2) shall be decreased by 5 per cent from the insured level following each consecutive claim year to a minimum of 50 per cent of the area average yield.

(4) Where, in any year, a claim is paid in an amount less than one-half the total premium for that year, the coverage for the following year shall remain unchanged.

(5) The number of bags determined under subsections (1), (2) and (3) constitutes the total guaranteed production under a contract of insurance.

10. For the purposes of this plan the established price for onions is \$2 per bag.

11. The maximum amount for which the Commission is liable for a loss in production under a contract of insurance shall be the amount obtained by multiplying the total guaranteed production determined under section 9 by the established price per bag prescribed in section 10.

## PREMIUMS

12.—(1) Subject to subsection (2), the total premium is \$70 per acre.

(2) Notwithstanding subsection (1), the minimum premium payable by an insured person in each crop year is \$50.

(3) The premium prescribed by subsections (1) and (2) includes payments in respect of premiums made by the Government of Canada under the *Crop Insurance Act* (Canada).

13.—(1) Where a contract of insurance is in force, a premium shall be paid in respect of each crop year in which the insured person seeds acreage to onions.

(2) Where a premium is payable in respect of a crop year, the insured person shall pay the premium, less the premium deposit prescribed by subsection (3), to the Commission at the time he files the final acreage report prescribed by section 14.

(3) Where a renewal premium is payable in respect of a crop year, the insured person shall, not later than the 1st day of April in the crop year, pay a

premium deposit in accordance with clause 7 (1) (b).

## FINAL ACREAGE REPORT

14.—(1) Every insured person shall file with the Commission in each crop year a final acreage report in Form 3 within ten days after the seeding of acreage to onions is complete.

(2) A final acreage report filed with the Commission shall not be amended without the consent in writing of the Commission.

15.—(1) The Commission may revise the final acreage report in any or all respects and adjust the premium accordingly and, in such case, shall notify the insured person in writing forthwith respecting such revision and adjustment.

(2) The insured person shall be deemed to have agreed with the revision of the final acreage report and adjustment of premium made by the Commission under subsection (1) unless, within ten days from the mailing or delivery of the notification by the Commission, he notifies the Commission in writing that he rejects such revision and adjustment.

(3) Where the Commission receives notice from an insured person under subsection (2), it shall notify the insured person in writing that the contract of insurance does not apply for the crop year in respect of which the final acreage report was filed.

(4) A final acreage report revised under this section shall, failing notice under subsection (2), constitute the final acreage report for the crop year.

16.—(1) Where an insured person in any crop year fails to file a final acreage report in the form and manner prescribed by this Regulation, the Commission may,

(a) prepare the final acreage report; or

(b) declare the insured acreage to be nil.

(2) Where the Commission prepares a final acreage report under subsection (1), the Commission shall mail or deliver a copy of the report to the insured person.

(3) Every insured person shall pay the premium for the crop year in respect of which a final acreage report is prepared by the Commission within ten days from the mailing or delivery to him of a copy of the report.

## FINAL DATE FOR SEEDING

17. For the purposes of this plan, the final date for seeding onions in a crop year is the 31st day of May or such other date as may be determined from time to time by the Commission.

FINAL DATE FOR HARVESTING

18. For the purposes of this plan, the final date for harvesting onions in a crop year is the 31st

day of October or such other date as may be determined from time to time by the Commission.  
O. Reg. 366/74, Sched.; O. Reg. 492/75, ss. 1-4;  
O. Reg. 182/78, s. 1; O. Reg. 391/80, ss. 1-3.

Form 1

Crop Insurance Act (Ontario)

APPLICATION FOR CROP INSURANCE

To: The Crop Insurance Commission of Ontario:

.....  
(Surname) (name of person, corporation or partnership and if partnership, names of all partners)  
.....  
(Given or Christian Names)

(The applicant must be either an owner-operator or a tenant-operator. An operator is one who controls or directs the operation of the farm.)

HOME FARM

..... Lot #..... Conc. #.....  
(postal address) (county)  
.....  
(postal code) (telephone)

applies for crop insurance under the *Crop Insurance Act (Ontario)* and the regulations and in support of this application the following facts are stated:

- 1. Contract number, if any: .....
- 2. Number of acres:      Owned ☐      Rented ☐      Other ☐
- 3. Years growing crop(s) applied for: .....
- 4. Fertilizer: .....
- 5. Drainage: Systematic ☐      Tiled in low runs ☐      Naturally drained ☐      Undrained ☐
- 6. Planting—To be completed by: Own equipment ☐      Shared equipment ☐  
Custom operator ☐
- 7. Weed Control—To be completed by: Own equipment ☐      Shared equipment ☐  
Custom operator ☐
- 8. Harvesting—To be completed by: Own equipment ☐      Shared equipment ☐  
Custom operator ☐
- 9. Full-time farmer: Yes ☐      No ☐      If no, state other occupation: .....
- 10. Name of Bank: ..... Branch: .....
- 11. Type of farming operation: .....
- 12. Crop(s) applied for are: .....

FOR NEW CONTRACTS AND/OR ENDORSEMENTS ONLY.		TO BE COMPLETED BY AGENT	
		NOTE: A premium deposit of \$15.00 is required for each crop plan, if Pre-plant coverage not applied for	
Crop(s)	No. Acres	Average Farm Yield	Price Option

I acknowledge receipt of:

(a) Deposit premium Pre-plant coverage\_\_\_\_\_ × \$1.00 = \$.....  
(acres)

or

(b) Deposit premium: \$1.00 × \_\_\_\_\_ = \$\_\_\_\_\_  
acres

Agent.....Agency No.....

This application is subject to approval by The Crop Insurance Commission of Ontario.

Dated at .....  
(day) (month) (year)

O. Reg. 492/75, s. 5; O. Reg. 290/80, s. 1.

Form 2

Crop Insurance Act (Ontario)

ONION ENDORSEMENT

WHEREAS the insured person has applied for crop insurance under The Ontario Crop Insurance Plan for Onions Grown from Seed, hereinafter referred to as "the plan" and has paid the deposit premium prescribed thereunder;

NOW THEREFORE, subject to the *Crop Insurance Act (Ontario)* and the regulations made thereunder, the contract of insurance between The Crop Insurance Commission of Ontario and the insured person is hereby extended to cover onions grown from seed.

HARVESTING OF PLANTED ACREAGE

1.—(1) All acreage planted to onions in a crop year shall be harvested unless the Commission, upon application therefor in writing, consents in writing to,

(a) the use of the planted acreage or any part thereof for another purpose; or

(b) the abandonment or destruction of the insured crop or any part thereof.

(2) The harvesting referred to in subparagraph (1) shall be completed not later than the 31st day of October or such other date as may be determined from time to time by the Commission.

EVALUATION OF LOSS

2. For the purposes of determining the loss in production of onions in a crop year and the indemnity payable therefor, the value of the crop shall progress through the stages prescribed in paragraphs 3 and 4.

STAGE 1

3.—(1) Stage 1 comprises the period from the date on which the planting of acreage to onions is completed to and including the 15th day of June in the crop year.

(2) Where loss or damage to three acres or more of the insured crop occurs in Stage 1, the Commission, upon application therefor in writing by the insured person, may consent in writing to,

(a) the replanting of the damaged acreage, provided that the replanting is completed not later than the 15th day of June; or

(b) the use of the damaged acreage for any other purpose or to the abandonment or destruction of the insured crop on such damaged acreage.

(3) Where damaged acreage is replanted to onions in accordance with clause (2) (a), the Commission shall pay an indemnity of \$200 for each acre replanted and the contract of insurance shall continue to apply to such acreage.

(4) Where the damaged acreage is used for any other purpose or the insured crop is abandoned or destroyed in accordance with clause (2) (b), the Commission shall pay an indemnity of \$200 per acre and the contract of insurance shall terminate with respect to such acreage.

(5) Notwithstanding any application made in writing by the insured person under this paragraph, the Commission may, where loss or damage occurs in Stage 1, notify the insured person in writing that it intends to terminate the insurance coverage on such damaged acreage and, in such case, no further indemnity shall be payable in respect of the damaged acreage.

#### STAGE 2

4.—(1) Stage 2 commences on the 16th day of June in the crop year and, with respect to any part of the planted acreage, ends on completion of harvesting.

(2) Where loss or damage occurs in Stage 2, the Commission, upon application therefor in writing by the insured person, may consent in writing to the use of the damaged acreage for any other purpose or to the abandonment or destruction of the insured crop on such damaged acreage and, in such case, the Commission shall determine the number of damaged acres and the potential production thereof and the amount of loss that shall be taken into account in the final adjustment of loss in respect of the total planted acreage shall be calculated by multiplying the amount by which the guaranteed production for the damaged acreage exceeds the potential production determined therefor by the established price per bag.

(3) Where damaged acreage is not used for any other purpose or the crop thereon is not abandoned or destroyed after the Commission has consented thereto, the amount of loss calculated under subparagraph (2) shall not be taken into account in the final adjustment of loss.

(4) Where the actual production of the acreage harvested is less than the guaranteed production for such acreage, the amount of loss that shall be taken into account in the final adjustment of loss in respect of the total planted acreage shall be calculated by multiplying the difference between the guaranteed production and the actual production by the established price per bag.

#### NOTICE OF LOSS OR DAMAGE

5. Where loss or damage to the insured crop results from one or more of the perils insured against and the damage was occasioned at a readily ascertainable time, the insured person shall notify the Commission forthwith by telephone and shall confirm in writing within twenty-four hours of such time.

#### FINAL ADJUSTMENT OF LOSS FOR TOTAL PLANTED ACREAGE

6.—(1) The indemnity payable with respect to the total planted acreage in the final adjustment of loss shall be the sum of all Stage 1 and Stage 2 loss calculations applicable to such acreage, but subject to subparagraph (2), where,

(a) the actual production of any harvested acreage; or

(b) the potential production of any unharvested acreage,

exceeds the guaranteed production of such acreage, the indemnity otherwise payable shall be reduced by the amount obtained by multiplying such excess by the established price per bag.

(2) Notwithstanding subparagraph (1), no indemnities paid in Stage 1 shall be subject to reduction under this paragraph.

(3) In no case shall indemnity be paid for acreage in excess of the total insured acreage.

#### DAMAGE AFTER HARVEST

7. No indemnity shall be paid in respect of any loss or damage suffered by the insured crop after combining and in no case shall any indemnity be paid with respect to onions in storage.

#### INCORRECT ACREAGE IN FINAL ACREAGE REPORT

8.—(1) Where the actual planted acreage of onions in a crop year is less than the planted acreage declared on the final acreage report, the total guaranteed production and the amount of insurance shall be reduced proportionately.

(2) Where the actual planted acreage of onions in a crop year exceeds the planted acreage declared in the final acreage report, the guaranteed production shall be reduced proportionately.

IN WITNESS WHEREOF The Crop Insurance Commission of Ontario has caused this endorsement to be signed by its general manager but the same shall not be binding upon the Commission until countersigned by a duly authorized representative thereof.

Countersigned and dated at .....  
this.....day of....., 19.....

Duly Authorized  
Representative

O. Reg. 366/74, Form 2; O. Reg. 492/75, s. 6;  
O. Reg. 182/78, s. 2; O. Reg. 290/80, s. 2; O. Reg.  
391/80, s. 4.

General Manager

Form 3

Crop Insurance Act (Ontario)

FINAL ACREAGE REPORT

CONTRACT NO.

Pursuant to your renewal notice and application for insurance,  
your average farm yield and insurance coverage have been  
calculated as follows:

PREMIUM CALCULATIONS

Crop	Average Farm Yield	% Coverage	Insurance Guarantee per Acre	Price Option	Total Acres Seeded	×	Premium per Acre	Gross Premium
							\$	\$
							\$	\$
							\$	\$
							\$	\$
Reseeded Acres					No. of Acres Reseeded		Premium per acre (if any)	
From (Crop)		To (Crop)						
						×	\$	\$

Pre-plant Coverage.....acres is \$.....per acre

Unseeded acres

×

\$2

=

\$

Insurable acres seeded but not insured

×

\$1

=

\$

TOTAL

\$

Subtract Pre-plant or Premium Deposit —

\$

Balance of Premium Payable

\$

This form together with your payment for the balance of premium (amount shown above) must be returned to your agent immediately upon completion of seeding spring crops.

I hereby assign my right to indemnity under this contract as follows:	
Crop(s)	
Assigned to:	

A formal acknowledgement of premium payment and insurance coverage will be mailed to you.

County (home farm)	Township (home farm)	Lot No.	Con. No.	Telephone No.

I acknowledge receipt of  
above premium balance:

The information set forth in  
this report is true and correct.

.....	.....	.....
(signature of agent)	(signature of insured person)	(date)

O. Reg. 290/80, s. 3.



## REGULATION 214

under the Crop Insurance Act (Ontario)

### CROP INSURANCE PLAN FOR ONIONS GROWN FROM SETS

1. The plan in the Schedule is established for the insurance within Ontario of onions grown from sets. O. Reg. 367/74, s. 1.

#### Schedule

*Crop Insurance Act (Ontario)*

#### PLAN

1. This plan may be cited as "The Ontario Crop Insurance Plan for Onions Grown from Sets".

2. The purpose of this plan is to provide for insurance against a loss in the production of onions resulting from one or more of the perils designated in section 4.

#### INTERPRETATION

3. In this plan,

- (a) "bag" means 50 pounds; and
- (b) "onions" means field run yellow cooking onions grown from sets.

#### DESIGNATION OF PERILS

4.—(1) Subject to subsection (2), the following are designated as perils for the purposes of this plan:

- 1. Drought.
- 2. Excessive rainfall.
- 3. Flood.
- 4. Frost.
- 5. Hail.
- 6. Insect infestation.
- 7. Plant disease.
- 8. Wind.

(2) This Contract does not insure against a loss in the production of onions in a crop year resulting from insect infestation or plant disease unless the insured person establishes that he followed a recommended control program during the crop year.

5. The crop year for onions is the period from the 1st day of March in any year to the 31st day of October next following.

#### CONTRACT OF INSURANCE

6. For the purposes of this plan, the entire contract of insurance for onions shall be deemed to be comprised of,

- (a) the contract of insurance in the form prescribed by Regulation 231 of Revised Regulations of Ontario, 1980;
- (b) the application for insurance in Form 1;
- (c) an endorsement for onions in Form 2;
- (d) the final acreage report in Form 3 for each crop year; and
- (e) any amendment to a document referred to in clause (a), (b), (c) or (d) agreed upon in writing.

7.—(1) An application for insurance shall,

- (a) be in Form 1;
- (b) be accompanied by a premium deposit of at least \$50; and
- (c) be filed with the Commission not later than the 1st day of April in the crop year in respect of which it is made.

(2) Premium deposits prescribed by clause (1) (b) shall not be refundable unless no acreage is planted to onions.

#### DURATION OF CONTRACT

8.—(1) A contract of insurance shall be in force for the crop year in respect of which it is made, and shall continue in force for each crop year thereafter until it is cancelled by the insured person or the Commission in the manner prescribed by subsection (2) or is terminated in accordance with the regulations.

(2) A contract of insurance may be cancelled by the insured person or the Commission by notice in writing to the other party on or before the 1st day of April in the crop year during which the cancellation is to be effective.

#### COVERAGE

9.—(1) Subject to subsections (2) and (3), the coverage provided under a contract of insurance shall be 60 per cent of the area average yield in bags,

as determined by the Commission in respect of the area in which the insured acreage is situate, applied to the total acreage planted to onions by the insured person in accordance with the regulations.

(2) The coverage provided under subsection (1) shall be increased by 5 per cent following each consecutive no claim year to a maximum of 70 per cent of the area average yield.

(3) The coverage provided under subsections (1) and (2) shall be decreased by 5 per cent from the insured level following each consecutive claim year to a minimum of 50 per cent of the area average yield.

(4) Where, in any year, a claim is paid in an amount less than one-half the total premium for that year, the coverage for the following year shall remain unchanged.

(5) The number of bags determined under subsections (1), (2) and (3) constitutes the total guaranteed production under a contract of insurance.

10. For the purposes of this plan, the established price for onions is \$3.25 per bag.

11. The maximum amount for which the Commission is liable for a loss in production under a contract of insurance shall be the amount obtained by multiplying the total guaranteed production determined under section 9 by the established price per bag prescribed in section 10.

#### PREMIUMS

12.—(1) Subject to subsection (2), the total premium is \$64 per acre.

(2) Notwithstanding subsection (1), the minimum premium payable by an insured person in each crop year is \$50.

(3) The premium prescribed by subsections (1) and (2) includes payments in respect of premiums made by the Government of Canada under the *Crop Insurance Act* (Canada).

13.—(1) Where a contract of insurance is in force, a premium shall be paid in respect of each crop year in which the insured person seeds acreage to onions.

(2) Where a premium is payable in respect of a crop year, the insured person shall pay the premium, less the premium deposit prescribed by subsection (3), to the Commission at the time he files the final acreage report prescribed by section 14.

(3) Where a renewal premium is payable in respect of a crop year, the insured person shall, not later than the 1st day of April in the crop year, pay a premium deposit in accordance with clause 7 (1) (b).

#### FINAL ACREAGE REPORT

14.—(1) Every insured person shall file with the Commission in each crop year a final acreage report in Form 3 within ten days after the seeding of acreage to onions is completed.

(2) A final acreage report filed with the Commission shall not be amended without the consent in writing of the Commission.

15.—(1) The Commission may revise the final acreage report in any or all respects and adjust the premium accordingly and, in such case, shall notify the insured person in writing forthwith respecting such revision and adjustment.

(2) The insured person shall be deemed to have agreed with the revision of the final acreage report and adjustment of premium made by the Commission under subsection (1) unless, within ten days from the mailing or delivery of the notification by the Commission, he notifies the Commission in writing that he rejects such revision and adjustment.

(3) Where the Commission receives notice from an insured person under subsection (2), it shall notify the insured person in writing that the contract of insurance does not apply for the crop year in respect of which the final acreage report was filed.

(4) A final acreage report revised under this section shall, failing notice under subsection (2), constitute the final acreage report for the crop year.

16.—(1) Where an insured person in any crop year fails to file a final acreage report in the form and manner prescribed by this Regulation, the Commission may,

(a) prepare the final acreage report; or

(b) declare the insured acreage to be nil.

(2) Where the Commission prepares a final acreage report under subsection (1), the Commission shall mail or deliver a copy of the report to the insured person.

(3) Every insured person shall pay the premium for the crop year in respect of which a final acreage report is prepared by the Commission within ten days from the mailing or delivery to him of a copy of the report.

#### FINAL DATE FOR SEEDING

17. For the purposes of this plan, the final date for seeding onions in a crop year is the 15th day of May or such other date as may be determined from time to time by the Commission.

#### FINAL DATE FOR HARVESTING

18. For the purposes of this plan the final date for harvesting onions in a crop year is the 15th day of August, or such other date as may be determined from time to time by the Commission. O. Reg. 367/74, Sched.; O. Reg. 493/75, ss. 1-4; O. Reg. 584/80, ss. 1, 2.

Form 1

Crop Insurance Act (Ontario)

APPLICATION FOR CROP INSURANCE

To: The Crop Insurance Commission of Ontario:

.....  
(Surname) (name of person, corporation or partnership and if partnership, names of all partners)  
.....  
(Given or Christian Names)

(The applicant must be either an owner-operator or a tenant-operator. An operator is one who controls or directs the operation of the farm.)

HOME FARM

..... Lot # ..... Conc. # .....  
(postal address) (county)  
.....  
(postal code) (telephone)

applies for crop insurance under the *Crop Insurance Act (Ontario)* and the regulations and in support of this application the following facts are stated:

- 1. Contract number, if any: .....
- 2. Number of acres:      Owned ☐      Rented ☐      Other ☐
- 3. Years growing crop(s) applied for: .....
- 4. Fertilizer .....
- 5. Drainage: Systematic ☐      Tiled in low runs ☐      Naturally drained ☐      Undrained ☐
- 6. Planting—To be completed by: Own equipment ☐      Shared equipment ☐  
Custom operator ☐
- 7. Weed Control—To be completed by: Own equipment ☐      Shared equipment ☐  
Custom operator ☐
- 8. Harvesting—To be completed by: Own equipment ☐      Shared equipment ☐  
Custom operator ☐
- 9. Full-time farmer: Yes ☐      No ☐      If no, state other occupation: .....
- 10. Name of Bank: ..... Branch: .....
- 11. Type of farming operation: .....

12. Crop(s) applied for are: .....

FOR NEW CONTRACTS AND/OR ENDORSEMENTS ONLY.		TO BE COMPLETED BY AGENT	
		NOTE: A premium deposit of \$15.00 is required for each crop plan, if Pre-plant coverage not applied for	
Crop(s)	No. Acres	Average Farm Yield	Price Option

I acknowledge receipt of:

(a) Deposit premium Pre-plant coverage\_\_\_\_\_ × \$1.00 = \$.....  
(acres)

or

(b) Deposit premium: \$1.00 × \_\_\_\_\_ = \$\_\_\_\_\_  
acres

Agent.....Agency No.....

This application is subject to approval by The Crop Insurance Commission of Ontario.

Dated at .....  
(day) (month) (year)

O. Reg. 493/75, s. 5; O. Reg. 287/80, s. 1.

Form 2

Crop Insurance Act (Ontario)

ONION ENDORSEMENT

WHEREAS the insured person has applied for crop insurance under The Ontario Crop Insurance Plan for Onions Grown from Sets, hereinafter referred to as "the plan", and has paid the deposit premium prescribed thereunder;

NOW THEREFORE, subject to the *Crop Insurance Act (Ontario)* and the regulations made thereunder, the contract of insurance between The Crop Insurance Commission of Ontario and the insured person is hereby extended to cover onions grown from sets.

HARVESTING OF PLANTED ACREAGE

1.—(1) All acreage planted to onions in a crop year shall be harvested unless the Commission, upon application therefor in writing, consents in writing to,

(a) the use of the planted acreage or any part thereof for another purpose; or

(b) the abandonment or destruction of the insured crop or any part thereof.

(2) The harvesting referred to in subparagraph (1) shall be completed not later than the 15th day of August or such other date as may be determined from time to time by the Commission.

EVALUATION OF LOSS

2. For the purposes of determining the loss in production of onions in a crop year and the indemnity payable therefor, the value of the crop shall progress through the stages prescribed in paragraphs 3 and 4.

STAGE 1

3.—(1) Stage 1 comprises the period from the date on which the planting of acreage to onions is completed or the 20th day of March, whichever is the later, to and including the 15th day of May in the crop year.

(2) Where loss or damage to three acres or more of the insured crop occurs in Stage 1, the Commission, upon application therefor in writing by the insured person, may consent in writing to,

- (a) the replanting of the damaged acreage, provided that the replanting is completed not later than the 15th day of May; or
- (b) the use of the damaged acreage for any other purpose or to the abandonment or destruction of the insured crop on such damaged acreage.

(3) Where damaged acreage is replanted to onions in accordance with clause (2) (a), the Commission shall pay an indemnity of \$380 for each acre replanted and the contract of insurance shall continue to apply to such replanted acreage.

(4) Where the damaged acreage is used for any other purpose or the insured crop is abandoned or destroyed in accordance with clause (2) (b), the Commission shall pay an indemnity of \$380 per acre and the contract of insurance shall terminate with respect to such acreage.

(5) Notwithstanding any application made in writing by the insured person under this paragraph, the Commission may, where loss or damage occurs in Stage 1, notify the insured person in writing that it intends to terminate the insurance coverage on such damaged acreage and, in such case, no further indemnity shall be payable in respect of the damaged acreage.

STAGE 2

4.—(1) Stage 2 commences on the 16th day of May in the crop year and, with respect to any part of the planted acreage, ends on completion of harvesting.

(2) Where loss or damage occurs in Stage 2, the Commission, upon application therefor in writing by the insured person, may consent in writing to the use of the damaged acreage for any other purpose or to the abandonment or destruction of the insured crop on such damaged acreage and, in such case, the Commission shall determine the number of damaged acres and the potential production thereof and the amount of loss that shall be taken into account in the final adjustment of loss in respect of the total planted acreage shall be calculated by multiplying the amount by which the guaranteed production for the damaged acreage exceeds the potential production determined therefor by the established price per bag.

(3) Where damaged acreage is not used for any other purpose or the crop thereon is not abandoned or destroyed after the Commission has consented thereto, the amount of loss calculated under subparagraph (2) shall not be taken into account in the final adjustment of loss.

(4) Where the actual production of the acreage harvested is less than the guaranteed production for such acreage, the amount of loss that shall be taken into account in the final adjustment of loss in respect of the total planted acreage shall be cal-

culated by multiplying the difference between the guaranteed production and the actual production by the established price per bag.

FINAL ADJUSTMENT OF LOSS FOR TOTAL  
PLANTED ACREAGE

5.—(1) The indemnity payable with respect to the total planted acreage in the final adjustment of loss shall be the sum of all Stage 1 and Stage 2 loss calculations applicable to such acreage, but subject to subparagraph (2), where,

- (a) the actual production of any harvested acreage; or
- (b) the potential production of any unharvested acreage,

exceeds the guaranteed production of such acreage, the indemnity otherwise payable shall be reduced by the amount obtained by multiplying such excess by the established price per bag.

(2) Notwithstanding subparagraph (1), no indemnities paid in Stage 1 shall be subject to reduction under this paragraph.

(3) In no case shall indemnity be paid for acreage in excess of the total insured acreage.

DAMAGE AFTER HARVEST

6. No indemnity shall be paid in respect of any loss or damage suffered by the insured crop after combining and in no case shall any indemnity be paid with respect to onions in storage.

INCORRECT ACREAGE IN FINAL  
ACREAGE REPORT

7.—(1) Where the actual planted acreage of onions in a crop year is less than the planted acreage declared on the final acreage report, the total guaranteed production and the amount of insurance shall be reduced proportionately.

(2) Where the actual planted acreage of onions in a crop year exceeds the planted acreage declared on the final acreage report, the guaranteed production shall be reduced proportionately.

IN WITNESS WHEREOF The Crop Insurance Commission of Ontario has caused this endorsement to be signed by its general manager but the same shall not be binding upon the Commission until countersigned by a duly authorized representative thereof.

Countersigned and dated at.....  
this.....day of....., 19.....

Duly Authorized Representative                      General Manager

Form 3

Crop Insurance Act (Ontario)

FINAL ACREAGE REPORT

CONTRACT No.

Pursuant to your renewal notice and application for insurance, your average farm yield and insurance coverage have been calculated as follows:

PREMIUM CALCULATIONS

Crop	Average Farm Yield	% Coverage	Insurance Guarantee per Acre	Price Option	Total Acres Seeded		Premium per Acre	Gross Premium
						×	\$	\$
						×	\$	\$
						×	\$	\$
						×	\$	\$
Reseeded Acres					No. of Acres Reseeded		Premium per acre (if any)	
From (Crop)	To (Crop)							
						×	\$	\$

Pre-plant Coverage .....acres is \$. .....per acre

Unseeded acres  × \$2 =

Insurable acres seeded but not insured  × \$1 =

TOTAL

Subtract Pre-plant or Premium Deposit —

Balance of Premium Payable

\$

\$

\$

\$

\$

\$

This form together with your payment for the balance of premium (amount shown above) must be returned to your agent immediately upon completion of seeding spring crops.

I hereby assign my right to indemnity under this contract as follows:	
Crop(s)	
Assigned to:	

A formal acknowledgement of premium payment and insurance coverage will be mailed to you.

County (home farm)	Township (home farm)	Lot No.	Con. No.	Telephone No.

I acknowledge receipt of  
above premium balance:

The information set forth in  
this report is true and correct.

..... (signature of agent)	..... (signature of insured person)	..... (date)
-------------------------------	--	-----------------



## REGULATION 215

under the Crop Insurance Act (Ontario)

### CROP INSURANCE PLAN FOR PEACHES

1. The plan in the Schedule is established for the insurance within Ontario of peaches. O. Reg. 30/73, s. 1.

#### Schedule

*Crop Insurance Act (Ontario)*

#### PLAN

1. This plan may be cited as "The Ontario Crop Insurance Plan for Peaches".

2. The purpose of this plan is to provide for insurance against a loss in the production of peaches resulting from one or more of the perils designated in section 4.

#### INTERPRETATION

3. In this plan,

(a) "average yield" means the average total orchard production of the insured person over the preceding six years allowing for,

(i) age of trees,

(ii) tree removal, and

(iii) change in acreage;

(b) "Niagara area" means those parts of the regional municipalities of Hamilton-Wentworth and Niagara lying between the Niagara Escarpment and Lake Ontario;

(c) "peaches" means all varieties of peaches produced in Ontario.

#### DESIGNATION OF PERILS

4. The following are designated as perils for the purpose of this plan:

1. Drought.

2. Freeze injury.

3. Frost.

4. Hail.

5. Hurricane or tornado.

6. Unavoidable pollination failure.

### DESIGNATION OF CROP YEAR

5. The crop year for peaches is the period from the 1st day of December in any year to the 30th day of November next following.

### CONTRACT OF INSURANCE

6. For the purpose of this plan, the entire contract of insurance for peaches shall be deemed to be comprised of,

(a) the contract of insurance in Form 1;

(b) the application for insurance in Form 2;

(c) the production guarantee report in Form 3; and

(d) any amendment to a document referred to in clause (a), (b) or (c) agreed upon in writing.

7. An application for insurance shall,

(a) be in Form 2;

(b) be accompanied by a premium deposit of at least,

(i) \$50, or

(ii) where the applicant has another fruit crop insured under the Act in respect of the same crop year, \$10; and

(c) be filed with the Commission not later than the 20th day of December in the crop year in respect of which it is made or not later than such other date as may be determined from time to time by the Commission.

### DURATION OF CONTRACT

8.—(1) A contract of insurance shall be in force for the crop year in respect of which it is made, and shall continue in force for each crop year thereafter until it is cancelled by the insured person or the Commission in the manner prescribed by subsection (2) or is terminated in accordance with the regulations.

(2) A contract of insurance may be cancelled by the insured person or the Commission by notice in writing to the other party on or before the 20th day of December in the crop year during which the

cancellation is to be effective on or before such other date as may be determined from time to time by the Commission.

#### COVERAGE

9.—(1) Subject to subsections (2) and (3), the coverage under a contract of insurance in respect of acreage in the Niagara area is 73 per cent of the average yield as determined by the Commission multiplied by the established price.

(2) The coverage provided under subsection (1) shall be increased following each consecutive no claim year as follows:

1. Following the first no claim year, to 76 per cent.
2. Following the second no claim year, to 78 per cent.
3. Following the third no claim year, to a maximum of 80 per cent.

(3) The coverage provided under subsections (1) and (2) shall be decreased for claim years from the insured level in reverse progression to that prescribed by subsection (2), except where one or more claim years follow a year when the coverage is 73 per cent, the coverage shall be reduced in successive steps to levels of 70 per cent, 67 per cent and a minimum of 65 per cent.

(4) Subject to subsections (5) and (6), the coverage under a contract of insurance in respect of acreage outside the Niagara area is 63 per cent of the average yield as determined by the Commission multiplied by the established price.

(5) The coverage provided under subsection (4) shall be increased following each consecutive no claim year as follows:

1. Following the first no claim year, to 66 per cent.
2. Following the second no claim year, to 68 per cent.
3. Following the third no claim year, to a maximum of 70 per cent.

(6) The coverage provided under subsections (4) and (5) shall be decreased for claim years from the insured level in reverse progression to that prescribed by subsection (5) except where a claim occurs in a year when the coverage is 63 per cent, the coverage shall be reduced to a minimum of 60 per cent.

(7) The number of pounds determined under subsections (1), (2), (3), (4) and (5) constitutes the total guaranteed production under a contract of insurance.

10.—(1) The established price for peaches is,

- (a) 9¢; or

- (b) 12¢,

per pound.

(2) Subject to subsections (3) and (4), the established price per pound selected by an applicant at the time a contract of insurance is made applies in each succeeding crop year during which the contract is in force.

(3) Where,

- (a) the insured person applies therefor in writing in the production guarantee report for the crop year; and

- (b) the Commission consents in writing,

any established price designated in subsection (1) may be substituted for the established price selected by the insured person at the time a contract of insurance is made or for any established price substituted in lieu thereof under this subsection.

(4) Notwithstanding anything in this section, the price selected by the insured person shall not exceed the average price received by him for all peaches marketed during the preceding year.

11. The maximum indemnity for which the Commission is liable under a contract of insurance shall be the amount obtained by multiplying the total guaranteed production determined under section 9 by the established price per pound determined under section 10.

#### PREMIUMS

12.—(1) The total premium payable in the crop year in respect of acreage in the Niagara area is,

- (a) where the level of coverage is 65 per cent, 20 per cent;
- (b) where the level of coverage is 67 per cent, 19.5 per cent;
- (c) where the level of coverage is 70 per cent, 19 per cent;
- (d) where the level of coverage is 73 per cent, 16 per cent;
- (e) where the level of coverage is 76 per cent, 12.5 per cent;
- (f) where the level of coverage is 78 per cent, 9.5 per cent; and
- (g) where the level of coverage is 80 per cent, 8 per cent,

of the guaranteed production in pounds multiplied by the established price.

(2) The total premium payable in the crop year in respect of acreage in the counties of Essex and Kent is,

- (a) where the level of coverage is 60 per cent, 40 per cent;
- (b) where the level of coverage is 63 per cent, 36 per cent;
- (c) where the level of coverage is 65 per cent, 32 per cent;
- (d) where the level of coverage is 67 per cent, 28 per cent; and
- (e) where the level of coverage is 70 per cent, 24 per cent,

of the guaranteed production in pounds multiplied by the established price.

(3) The total premium payable in the crop year in respect of acreage outside the Niagara area and the counties of Essex and Kent is,

- (a) where the level of coverage is 60 per cent, 56 per cent;
- (b) where the level of coverage is 63 per cent, 52 per cent;
- (c) where the level of coverage is 65 per cent, 48 per cent;
- (d) where the level of coverage is 67 per cent, 44 per cent; and
- (e) where the level of coverage is 70 per cent, 40 per cent,

of the guaranteed production in pounds multiplied by the established price.

(4) Notwithstanding subsections (1), (2) and (3), the minimum premium payable by an insured person in each crop year is \$50.

(5) The premium prescribed by subsections (1), (2), (3) and (4) includes such payments in respect of premiums as may be made by the Government of Canada under the *Crop Insurance Act* (Canada).

13.—(1) Where a contract of insurance is in force, a premium shall be paid in respect of each crop year.

(2) Where a premium is payable in respect of a crop year, the insured person shall pay the premium to the Commission not later than the 20th day of December in the crop year or not later than such other date as may be determined from time to time by the Commission.

(3) Where a renewal premium is payable in respect of a crop year, the insured person shall,

not later than the 20th day of December in the crop year, pay the premium deposit as set out in clause 7 (b).

#### PRODUCTION GUARANTEE REPORT

14. The Commission shall prepare and deliver a production guarantee report in Form 3 to each insured person in each crop year and the insured person shall sign a copy thereof and return it to the Commission.

O. Reg. 30/73, Sched.; O. Reg. 369/74, ss. 1-4; O. Reg. 325/75, s. 1; O. Reg. 181/76, ss. 1-3; O. Reg. 100/77, ss. 1, 2; O. Reg. 832/77, s. 1; O. Reg. 900/78, ss. 1, 2; O. Reg. 7/80, ss. 1-4.

#### Form 1

##### *Crop Insurance Act (Ontario)*

#### CONTRACT OF INSURANCE

BETWEEN:

THE CROP INSURANCE COMMISSION OF ONTARIO, hereinafter referred to as "THE COMMISSION",

OF THE FIRST PART;

—and—

of the.....of.....

in the County (or as the case may be) of....., hereinafter referred to as "THE INSURED PERSON",

OF THE SECOND PART;

WHEREAS the insured person has applied for crop insurance on peaches under The Ontario Crop Insurance Plan for Peaches, hereinafter referred to as "the plan";

NOW THEREFORE, subject to the *Crop Insurance Act* (Ontario), and the regulations made thereunder, where, in a crop year the insured person suffers a loss in the production of peaches resulting from one or more of the perils designated in the plan, the Commission, subject to the terms and conditions hereinafter set forth, agrees to indemnify the insured person in respect of such loss.

#### TERMS AND CONDITIONS

##### INSURED CROP

1. In this contract, "insured crop" means all varieties of peaches produced in Ontario.

## CAUSES OF LOSS NOT INSURED AGAINST

2. This contract does not insure against and no indemnity shall be paid in respect of a loss resulting from,

- (a) the negligence, misconduct or poor farming practices of the insured person or his agents or employees;
- (b) a shortage of labour or machinery;
- (c) insect infestation or plant disease; or
- (d) a peril other than the perils designated in the plan.

## EXTENT OF INSURANCE

3.—(1) The insured person shall offer for insurance all acreage planted to the insured crop on the farm or farms operated by him in Ontario, and, subject to subparagraph (2), this contract applies to all such acreage.

(2) This contract does not apply to, and no indemnity is payable in respect of, acreage planted to the insured crop,

- (a) that was not adequately prepared for cropping purposes; or
- (b) that, in the opinion of the Commission, is not insurable.

4.—(1) All insured acreage shall be harvested unless the Commission, upon application therefor in writing, consents in writing to the abandonment or destruction of the insured crop or any part thereof and, in such case, the Commission shall determine,

- (a) the potential production of the unharvested acreage; and
- (b) whether the harvesting was prevented by one or more of the perils insured against.

(2) Where an insured person fails to obtain the consent of the Commission in accordance with subparagraph (1), no indemnity shall be paid in respect of the unharvested acreage.

## EVALUATION OF LOSS

5.—(1) The amount of loss that shall be taken into account in the final adjustment of loss in respect of the total insured acreage shall be calculated by multiplying the difference between the guaranteed production and the actual production by the established price per pound.

(2) For the purpose of subparagraph (1), actual production shall include,

- (a) the total orchard run of all insured acreage; and
- (b) the potential production of wholly or partially unharvested acreage where the failure to harvest resulted from a cause of loss not insured against.

(3) Where the insured crop or any part thereof has suffered damage from an insured peril to such an extent that it is unsuitable for sale, it shall not be counted as production.

(4) Notwithstanding subparagraph (3), where damaged peaches are sold for less than the prevailing price for unblemished fruit, the actual production shall be deemed to be reduced in the ratio that the salvage value received for the crop bears to the market price for processing peaches as set by The Ontario Tender Fruit Growers' Marketing Board.

## NOTICE OF LOSS OR DAMAGE

6.—(1) Where,

- (a) loss or damage to the insured crop results from one or more of the perils insured against; or
- (b) the insured crop or any part thereof is or is intended to be sold on a pick-your-own basis,

the insured person shall notify the Commission in writing prior to harvest in order that a pre-harvest inspection may be made.

(2) Notwithstanding subparagraph (1), where loss or damage to the insured crop results from one or more of the perils insured against and the damage was occasioned at a readily ascertainable time, the insured person shall notify the Commission in writing within the following time limits:

- 1. For hail or hurricane or tornado damage, within three days of the time of loss.
- 2. For frost damage or freeze injury affecting the quality of the fruit, within three days of the time of loss.

(3) Where the insured person fails to notify the Commission pursuant to subparagraphs (1) and (2), a claim by the insured person is invalid and his right to indemnity is forfeited.

## MISREPRESENTATION, VIOLATION OF CONDITIONS OR FRAUD

7. Where the insured person,

- (a) in his application for insurance,
  - (i) gives false particulars of the insured crop to the prejudice of the Commission, or

- (ii) knowingly misrepresents or fails to disclose any fact required to be stated therein;
- (b) contravenes a term or condition of the contract of insurance;
- (c) commits a fraud in respect of the insured crop; or
- (d) wilfully makes a false statement in respect of a claim under the contract of insurance,

a claim by the insured person is invalid and his right to recover indemnity is forfeited.

#### WAIVER OR ALTERATION

8. No term or condition of this contract shall be deemed to be waived or altered in whole or in part by the Commission unless the waiver or alteration is clearly expressed in writing signed by the Commission or a representative authorized for that purpose by the Commission.

#### INTEREST OF OTHER PERSONS

9. Notwithstanding that a person other than the insured person holds an interest of any kind in the insured crop, for the purposes of this contract,

- (a) the interest of the insured person in the insured crop is deemed to be the full value of the crop; and
- (b) except as provided in paragraph 10, no indemnity shall be paid to any person other than the insured person.

#### ASSIGNMENT OF RIGHT TO INDEMNITY

10. The insured person may assign all or part of his right to indemnity under this contract in respect of the insured crop but an assignment is not binding on the Commission and no payment of indemnity shall be made to an assignee unless,

- (a) the assignment is made on a form provided by the Commission; and
- (b) the Commission consents thereto in writing.

#### ADJUSTMENT OF LOSS

11.—(1) The indemnity payable for loss or damage to the insured crop shall be determined in the manner prescribed by this contract.

(2) The Commission may cause the production of the insured crop to be appraised by any method that it deems proper.

(3) No indemnity shall be paid for a loss in respect of the insured crop unless the insured person establishes,

- (a) the actual production obtained from the insured crop for the crop year; and
- (b) that the loss in production or part thereof resulted directly from one or more of the perils insured against.

(4) Where a loss in production resulted partly from a peril insured against and partly from a cause of loss not insured against, the Commission shall determine the amount of the loss that resulted from the cause of loss not insured against, and the indemnity payable by the Commission under the contract shall be reduced accordingly.

#### PROOF OF LOSS

12.—(1) A claim for indemnity in respect of the insured crop shall be made on a proof of loss form provided by the Commission and shall be filed with the Commission not later than sixty days after,

- (a) the completion of harvesting of the insured crop; or
- (b) the end of the crop year,

whichever is the earlier.

(2) Subject to subparagraph (3), a claim for indemnity shall be made by the insured person.

(3) A claim for indemnity may be made,

- (a) in the case of the absence or inability of the insured person, by his agent; or
- (b) in the case of the absence or inability of the insured person or on his failure or refusal to do so, by an assignee under an assignment made in accordance with paragraph 10.

(4) Where required by the Commission, the information given in a proof of loss form shall be verified by statutory declaration.

#### ARBITRATION

13. Where the Commission and the insured person fail to resolve any dispute respecting the adjustment of a loss under this contract, the matter shall be determined by arbitration in accordance with the regulations.

#### TIME FOR PAYMENT OF INDEMNITY

14.—(1) No indemnity under this contract becomes due and payable until,

- (a) the end of the crop year; and
- (b) the premium has been paid in full.

(2) Where the indemnity payable by the Commission under this contract is established by the

filing of a proof of loss form or by an award of an arbitrator or board of arbitration, it shall be paid within sixty days of the receipt by the Commission of the proof of loss form or award, as the case may be.

(3) Nothing in this paragraph prevents the Commission from paying indemnity under this contract at an earlier date.

SUBROGATION

15. Where the Commission has paid a claim under this contract, the Commission is subrogated to the extent thereof to all rights of recovery of the insured person against any person and may bring action in the name of the insured person to enforce those rights.

RIGHT OF ENTRY

16. The Commission has a right of entry to the premises of the insured person that may be exercised by agents of the Commission at any reasonable time or times for any purpose related to the contract of insurance.

NOTICE

17.—(1) Any written notice to the Commission shall be given by delivery thereof or by sending it by mail to the Commission.

(2) Written notice to the insured person shall be given by delivery thereof or by sending it by mail addressed to him at his last post office address on file with the Commission.

IN WITNESS WHEREOF The Crop Insurance Commission of Ontario has caused this contract of insurance to be signed by its general manager but the same shall not be binding upon the Commission until countersigned by a duly authorized representative thereof.

Countersigned and dated at....., this.....day of.....,19.....

.....  
Duly Authorized  
Representative

.....  
General Manager

O. Reg. 30/73, Form 1; O. Reg. 325/75, s. 2; O. Reg. 181/76, ss. 4, 5.

Form 2

Crop Insurance Act (Ontario)

APPLICATION FOR CROP INSURANCE FOR .....

To: The Crop Insurance Commission of Ontario:

.....  
(name of person, corporation or partnership and if partnership, names of all partners)  
.....  
(address) (telephone no.)

applies for crop insurance under the *Crop Insurance Act (Ontario)*, and the regulations and in support of this application the following facts are stated:

- 1. Crop Insurance Contract number, if any, under the *Crop Insurance Act (Ontario)*:.....
- 2. This application is made for insurance coverage on.....
- 3. This application is made for the crop year ending in 19.....
- 4. Description of the farm or farms operated by applicant:

Farm Number	Lot	Concession	Township	County	Total Acres in Farm	Total number of Trees or Vines

5. The price per unit applied for is:
6. Production records for the preceding six years are available: Yes ☐ No ☐
7. Sales records for the preceding year are available: Yes ☐ No ☐
8. A deposit of \$. . . . . (minimum \$50) accompanies this application.

Dated at . . . . ., this . . . . . day of . . . . ., 19 . . . .

. . . . .  
(signature of applicant(s))

. . . . .  
(title of official signing for a corporation)

O. Reg. 30/73, Form 2.

Form 3

*Crop Insurance Act (Ontario)*

PRODUCTION GUARANTEE REPORT FOR . . . . .

1. Insured person . . . . .  
(name)  
. . . . .  
(address) (county) (telephone no.)

2. Crop Insurance Contract No. . . . .

3. Crop year covered by this report: 19 . . . .

4. Total production during the past six years has been affected by,
- (a) Tree or vine removal ☐ Yes ☐ No;
- (b) Change in acreage ☐ Yes ☐ No;
- (c) Age of trees or vines ☐ Yes ☐ No;
- (d) Biennial bearing ☐ Yes ☐ No.

5. Declaration of Previous Yields:

Year	Acreage	Number of Bearing Trees or Vines	Actual Yield	Cause of Loss

6. Average yield for insurance purposes is . . . . .
7. Established price . . . . . per . . . . .

8. Determination of Guaranteed Production:

Average Yield for Insurance Purposes	Percentage Coverage	Guaranteed Production (pounds)

9. Determination of Premium:

Guaranteed Production	Value at Established Price	Premium Rate	Grower's Premium	Premium Deposit	Balance

Dated at....., this.....day of....., 19.....

.....  
(signature of insured person)

.....  
(signature of authorized representative)

## REGULATION 216

under the Crop Insurance Act (Ontario)

### CROP INSURANCE PLAN FOR PEARS

1. The plan in the Schedule is established for the insurance within Ontario of pears. O. Reg. 104/74, s. 1.

#### Schedule

*Crop Insurance Act (Ontario)*

#### PLAN

1. This plan may be cited as "The Ontario Crop Insurance Plan for Pears".

2. The purpose of this plan is to provide for insurance against a loss in the production of pears resulting from one or more of the perils designated in section 4.

#### INTERPRETATION

3. In this plan,

(a) "average yield" means the average total orchard production of the insured person over the preceding six years allowing for,

(i) age of trees,

(ii) biennial bearing,

(iii) tree removal, and

(iv) change in acreage;

(b) "pears" means all varieties of pears produced in Ontario.

4. The following are designated as perils for the purpose of this plan:

1. Drought.

2. Excessive moisture.

3. Fire blight.

4. Freeze injury.

5. Frost.

6. Hail.

7. Unavoidable pollination failure.

8. Wind damage.

### DESIGNATION OF CROP YEAR

5. The crop year for pears is the period from the 1st day of December in any year to the 30th day of November next following.

#### CONTRACT OF INSURANCE

6. For the purposes of this plan, the entire contract of insurance for pears shall be deemed to be comprised of,

(a) the contract of insurance in Form 1;

(b) the application for insurance in Form 2;

(c) the production guarantee report in Form 3; and

(d) an amendment to any document referred to in clause (a), (b) or (c) agreed upon in writing.

7. An application for insurance shall,

(a) be in Form 2;

(b) be accompanied by a premium deposit of at least,

(i) \$50, or

(ii) where the applicant has another fruit crop insured under the Act in respect of the same crop year, \$10; and

(c) be filed with the Commission not later than the 20th day of December in the crop year in respect of which it is made.

#### DURATION OF CONTRACT

8.—(1) A contract of insurance shall be in force for the crop year in respect of which it is made, and shall continue in force for each crop year thereafter until it is cancelled by the insured person or the Commission in the manner prescribed by subsection (2) or is terminated in accordance with the regulations.

(2) A contract of insurance may be cancelled by the insured person or the Commission by notice in writing to the other party on or before the 20th day of December in the crop year during which the cancellation is to be effective or on or before such other date as may be determined from time to time by the Commission.

## COVERAGE

9.—(1) Subject to subsections (2) and (3), the coverage provided under a contract of insurance is 63 per cent of the average yield as determined by the Commission multiplied by the established price.

(2) The coverage provided under subsection (1) shall be increased following each consecutive no claim year as follows:

1. Following the first no claim year, to 66 per cent.
2. Following the second no claim year, to 68 per cent.
3. Following the third no claim year, to a maximum of 70 per cent.

(3) The coverage provided under subsections (1) and (2) shall be decreased for claim years from the insured level in reverse progression to that prescribed by subsection (2), except that where a claim occurs in a year when the coverage is 63 per cent, the coverage shall be reduced to a minimum of 60 per cent.

(4) The number of pounds determined under subsections (1), (2) and (3) constitutes the total guaranteed production under a contract of insurance.

10.—(1) The established price for pears is,

- (a) 8¢; or
- (b) 10¢,

per pound.

(2) Subject to subsections (3) and (4), the established price per pound selected by an applicant at the time a contract of insurance is made applies in each succeeding crop year during which the contract is in force.

(3) Where,

- (a) the insured person applies therefor in writing in the production guarantee report for the crop year; and
- (b) the Commission consents in writing,

any established price designated in subsection (1) may be substituted for the established price selected by the insured person at the time a contract of insurance is made or for any established price substituted in lieu thereof under this subsection.

(4) Notwithstanding anything in this section, the price selected by the insured person shall not exceed the average price received by him for all pears marketed over the preceding year.

11. The maximum indemnity for which the Commission is liable under a contract of insurance shall

be the amount obtained by multiplying the total guaranteed production determined under section 9 by the established price per pound determined under section 10.

## PREMIUMS

12.—(1) The total premium payable in the crop year is,

- (a) where the level of coverage is 60 per cent, 17.5 per cent;
- (b) where the level of coverage is 63 per cent, 15.75 per cent;
- (c) where the level of coverage is 66 per cent, 14 per cent;
- (d) where the level of coverage is 68 per cent, 12.25 per cent; and
- (e) where the level of coverage is 70 per cent, 10.5 per cent,

of the guaranteed production in pounds multiplied by the established price.

(2) Notwithstanding subsection (1), the minimum premium payable by an insured person in each crop year is \$50.

(3) The premium prescribed by subsections (1) and (2) includes such payments in respect of premiums as may be made by the Government of Canada under the *Crop Insurance Act* (Canada).

13.—(1) Where a contract of insurance is in force, a premium shall be paid in respect of each crop year.

(2) Where a premium is payable in respect of a crop year, the insured person shall pay the premium, less the premium deposit, to the Commission at the time the production guarantee report prescribed by section 14 is returned to the Commission.

(3) Where a renewal premium is payable in respect of a crop year, the insured person shall, not later than the 20th day of December in the crop year, pay the premium deposit as set out in clause 7 (b).

## PRODUCTION GUARANTEE REPORT

14. The Commission shall prepare and deliver a production guarantee report in Form 3 to each insured person in each crop year and the insured person shall sign a copy thereof and return it to the Commission.

O. Reg. 104/74, Sched.; O. Reg. 326/75, ss. 1, 2; O. Reg. 180/76, ss. 1-3; O. Reg. 103/77, ss. 1-3; O. Reg. 897/78, ss. 1-3; O. Reg. 1/80, s. 1.

Form 1

*Crop Insurance Act (Ontario)*

CONTRACT OF INSURANCE

BETWEEN:

THE CROP INSURANCE COMMISSION OF ONTARIO,  
hereinafter referred to as "THE COMMISSION",

OF THE FIRST PART;

— and —

.....  
of the.....of.....

in the County (or as the case may be) of  
....., hereinafter referred to  
as "THE INSURED PERSON",

OF THE SECOND PART;

WHEREAS the insured person has applied for crop insurance on pears under The Ontario Crop Insurance Plan for Pears, hereinafter referred to as "the plan".

NOW THEREFORE, subject to the *Crop Insurance Act (Ontario)*, and the regulations made thereunder where in a crop year the insured person suffers a loss in the production of pears resulting from one or more of the perils designated in the plan, the Commission, subject to the terms and conditions hereinafter set forth, agrees to indemnify the insured person in respect of such loss.

TERMS AND CONDITIONS

INSURED CROP

1. In this contract, "insured crop" means all varieties of pears produced in Ontario.

CAUSES OF LOSS NOT INSURED AGAINST

2. This contract does not insure against, and no indemnity shall be paid in respect of a loss resulting from,

- (a) the negligence, misconduct or poor farming practices of the insured person or his agents or employees;
- (b) a shortage of labour or machinery;
- (c) insect infestation or plant disease, other than fire blight; or
- (d) a peril other than the perils designated in the plan.

EXTENT OF INSURANCE

3.—(1) The insured person shall offer for insurance all acreage planted to the insured crop on the farm or farms operated by him in Ontario, and, subject to subparagraph (2), this contract applies to all such acreage.

(2) This contract does not apply to, and no indemnity is payable in respect of, acreage planted to the insured crop,

- (a) that was not adequately prepared for cropping purposes; or
- (b) that, in the opinion of the Commission, is not insurable.

4.—(1) All insured acreage shall be harvested unless the Commission, upon application therefor in writing, consents in writing to the abandonment or destruction of the insured crop or any part thereof and, in such case, the Commission shall determine,

- (a) the potential production of the unharvested acreage; and
- (b) whether the harvesting was prevented by one or more of the perils insured against.

(2) Where an insured person fails to obtain the consent of the Commission in accordance with subparagraph (1), no indemnity shall be paid in respect of the unharvested acreage.

EVALUATION OF LOSS

5.—(1) The amount of loss that shall be taken into account in the final adjustment of loss in respect of the total insured acreage shall be calculated by multiplying the difference between the guaranteed production and the actual production by the established price per pound.

(2) For the purpose of subparagraph (1), actual production shall include,

- (a) the total orchard run of all insured acreage; and
- (b) the potential production of wholly or partially unharvested acreage where the failure to harvest resulted from a cause of loss not insured against.

(3) Where the insured crop or any part thereof has suffered freeze, hail or wind damage to such an extent that it is unsuitable for sale, it shall not be counted as production.

(4) Notwithstanding subparagraph (3), where freeze, hail or wind damaged pears are sold to a winery or distillery at less than the prevailing price for unblemished fruit, the actual production shall be

deemed to be reduced in the ratio that the salvage value received for the crop bears to the market price for processing pears as set by The Ontario Tender Fruit Growers' Marketing Board.

#### NOTICE OF LOSS OR DAMAGE

6.—(1) Where,

- (a) loss or damage to the insured crop results from one or more of the perils insured against; or
- (b) the insured crop or any part thereof is or is intended to be sold on a pick-your-own basis,

the insured person shall notify the Commission in writing prior to harvest in order that a pre-harvest inspection may be made.

(2) Notwithstanding subparagraph (1), where loss or damage to the insured crop results from one or more of the perils insured against and the damage was occasioned at a readily ascertainable time, the insured person shall notify the Commission in writing within the following time limits:

- 1. For hail or wind damage, within three days of the time of loss.
- 2. For frost damage or freeze injury affecting the quality of the fruit, within three days of the time of loss.

(3) Where the insured person fails to notify the Commission pursuant to subparagraphs (1) and (2), a claim by the insured person is invalid and his right to indemnity is forfeited.

#### MISREPRESENTATION, VIOLATION OF CONDITIONS OR FRAUD

7. Where the insured person,

- (a) in his application for insurance,
  - (i) gives false particulars of the insured crop to the prejudice of the Commission, or
  - (ii) knowingly misrepresents or fails to disclose any fact required to be stated therein;
- (b) contravenes a term or condition of the contract of insurance;
- (c) commits a fraud in respect of the insured crop; or
- (d) wilfully makes a false statement in respect of a claim under the contract of insurance,

a claim by the insured person is invalid and his right to recover indemnity is forfeited.

#### WAIVER OR ALTERATION

8. No term or condition of this contract shall be deemed to be waived or altered in whole or in part by the Commission unless the waiver or alteration is clearly expressed in writing signed by the Commission or a representative authorized for that purpose by the Commission.

#### INTEREST OF OTHER PERSONS

9. Notwithstanding that a person other than the insured person holds an interest of any kind in the insured crop, for the purposes of this contract,

- (a) the interest of the insured person in the insured crop is deemed to be the full value of the crop; and
- (b) except as provided in paragraph 10, no indemnity shall be paid to any person other than the insured person.

#### ASSIGNMENT OF RIGHT TO INDEMNITY

10. The insured person may assign all or part of his right to indemnity under this contract in respect of the insured crop but an assignment is not binding on the Commission and no payment of indemnity shall be made to an assignee unless,

- (a) the assignment is made on a form provided by the Commission; and
- (b) the Commission consents thereto in writing.

#### ADJUSTMENT OF LOSS

11.—(1) The indemnity payable for loss or damage to the insured crop shall be determined in the manner prescribed by this contract.

(2) The Commission may cause the production of the insured crop to be appraised by any method that it deems proper.

(3) No indemnity shall be paid for a loss in respect of the insured crop unless the insured person establishes,

- (a) the actual production obtained from the insured crop for the crop year; and
- (b) that the loss in production or part thereof resulted directly from one or more of the perils insured against.

(4) Where a loss in production resulted partly from a peril insured against and partly from a cause of loss not insured against, the Commission shall determine the amount of the loss that resulted from the cause of loss not insured against, and the indemnity payable by the Commission under this contract shall be reduced accordingly.

PROOF OF LOSS

12.—(1) A claim for indemnity in respect of the insured crop shall be made on a proof of loss form provided by the Commission and shall be filed with the Commission not later than sixty days after,

- (a) the completion of harvesting of the insured crop; or
- (b) the end of the crop year,

whichever is the earlier.

(2) Subject to subparagraph (3), a claim for indemnity shall be made by the insured person.

(3) A claim for indemnity may be made,

- (a) in the case of the absence or inability of the insured person, by his agent; or
- (b) in the case of the absence or inability of the insured person or on his failure or refusal to do so, by an assignee under an assignment made in accordance with paragraph 10.

(4) Where required by the Commission, the information given in a proof of loss form shall be verified by statutory declaration.

ARBITRATION

13. Where the Commission and the insured person fail to resolve any dispute respecting the adjustment of a loss under this contract, the matter shall be determined by arbitration in accordance with the regulations.

TIME FOR PAYMENT OF INDEMNITY

14.—(1) No indemnity under this contract becomes due and payable until,

- (a) the end of the crop year; and
- (b) the premium has been paid in full.

(2) Where the indemnity payable by the Commission under this contract is established by the filing of a proof of loss form or by an award of an arbitrator or board of arbitration, it shall be paid

within sixty days of the receipt by the Commission of the proof of loss form or award, as the case may be.

(3) Nothing in this paragraph prevents the Commission from paying indemnity under this contract at an earlier date.

SUBROGATION

15. Where the Commission has paid a claim under this contract, the Commission is subrogated to the extent thereof to all rights of recovery of the insured person against any person and may bring action in the name of the insured person to enforce those rights.

RIGHT OF ENTRY

16. The Commission has a right of entry to the premises of the insured person that may be exercised by agents of the Commission at any reasonable time or times for any purpose related to the contract of insurance.

NOTICE

17.—(1) Any written notice to the Commission shall be given by delivery thereof or by sending it by mail to the Commission.

(2) Written notice to the insured person shall be given by delivery thereof or by sending it by mail addressed to him at his last post office address on file with the Commission.

IN WITNESS WHEREOF The Crop Insurance Commission of Ontario has caused this contract of insurance to be signed by its general manager but the same shall not be binding upon the Commission until countersigned by a duly authorized representative thereof.

Countersigned and dated at.....  
this.....day of....., 19....

.....  
Duly Authorized                      General Manager  
Representative

Form 2

Crop Insurance Act (Ontario)

APPLICATION FOR CROP INSURANCE FOR.....

To: The Crop Insurance Commission of Ontario:

.....  
(name of person, corporation or partnership and if partnership, names of all partners)

.....  
(address) (telephone no.)

applies for crop insurance under the *Crop Insurance Act (Ontario)*, and the regulations and in support of this application the following facts are stated:

1. Crop Insurance Contract number, if any, under the *Crop Insurance Act (Ontario)*:.....
2. This application is made for the insurance coverage on.....
3. This application is made for the crop year ending in 19.....
4. Description of the farm or farms operated by applicant:

Farm Number	Lot	Concession	Township	County	Total Acres in Farm	Total number of Trees or Vines

5. The price per unit applied for is:
6. Production records for the preceding six years are available:  
Yes ☐ No ☐
7. Sales records for the preceding year are available: Yes ☐ No ☐
8. A deposit of \$.....(minimum \$50) accompanies this application.
- Dated at....., this.....day of....., 19....

.....  
(signature of applicant(s) )  
.....  
(title of official signing for a corporation)

Form 3

Crop Insurance Act (Ontario)

PRODUCTION GUARANTEE REPORT FOR.....

1. Insured person.....  
(name)  
.....  
(address) (county) (telephone no.)
2. Crop Insurance Contract No.....
3. Crop year covered by this report: 19.....
4. Total production during the past six years has been affected by,  
(a) Tree or vine removal                      ☐ Yes                      ☐ No;  
(b) Change in Acreage                      ☐ Yes                      ☐ No;  
(c) Age of trees or vines                      ☐ Yes                      ☐ No;  
(d) Biennial bearing                      ☐ Yes                      ☐ No.
5. Declaration of Previous Yields:

Year	Acreage	Number of Bearing Trees or Vines	Actual Yield	Cause of Loss

6. Average yield for insurance purposes is.....
7. Established price.....per.....
8. Determination of Guaranteed Production:

Average Yield for Insurance Purposes	Percentage Coverage	Guaranteed Production (pounds)

9. Determination of Premium:

Guaranteed Production	Value at Established Price	Premium Rate	Grower's Premium	Premium Deposit	Balance

Dated at....., this.....day of....., 19....

.....  
(signature of insured person)

.....  
(signature of authorized representative)

O. Reg. 104/74, Form 3; O. Reg. 180/76, s. 6.

## REGULATION 217

under the Crop Insurance Act (Ontario)

### CROP INSURANCE PLAN FOR PEAS

1. The plan in the Schedule is established for the insurance within Ontario of peas. R.R.O. 1970, Reg. 148, s. 1.

#### Schedule

*Crop Insurance Act (Ontario)*

#### PLAN

1. This plan may be cited as "The Ontario Crop Insurance Plan for Peas".

2. The purpose of this plan is to provide for insurance against a loss resulting from one or more of the perils designated in section 4.

#### INTERPRETATION

3. In this plan,

(a) "peas" means green peas produced in Ontario,

(i) for processing under a contract between a grower and a processor, and

(ii) on acreage specified in such contract;

(b) "processor" means a processor of peas who is subject to the provisions of the *Farm Products Marketing Act* and the regulations made thereunder and any annual agreement for marketing of peas for processing;

(c) "ton" means 2,000 pounds.

#### DESIGNATION OF PERILS

4. The following are designated as perils for the purpose of this plan:

1. Drought.
2. Excessive moisture.
3. Excessive rainfall.
4. Flood.
5. Frost.
6. Hail.
7. Insect infestation.

8. Plant disease.

9. Any other adverse weather condition.

#### DESIGNATION OF CROP YEAR

5. The crop year for peas is the period from the 1st day of March in any year to the 15th day of September next following.

#### CONTRACT OF INSURANCE

6. For the purpose of this plan, the entire contract of insurance for peas shall be deemed to be comprised of,

- (a) the contract of insurance in Form 1;
- (b) the application for insurance in Form 2; and
- (c) an amendment to any document referred to in clause (a) or (b) agreed upon in writing.

7. An application for insurance shall,

- (a) be in Form 2; and
- (b) be filed with the Commission not later than,
  - (i) the 1st day of May in the crop year, or
  - (ii) the date on which the seeding of the insured crop is commenced,

or such other date as may be determined by the Commission.

#### DURATION OF CONTRACT

8. A contract of insurance shall be in force for the crop year in respect of which it is made.

#### COVERAGE

9. The coverage per acre provided in the crop year under a contract of insurance shall be 80 per cent of the value of production of the insured person.

10. The value of production for each acre of the insured crop shall be computed annually by the Commission on the basis of production records and shall not include any harvesting costs.

#### LIABILITY

11. The maximum amount for which the Commission is liable for a loss in production under a

contract of insurance is the amount obtained by multiplying the amount in dollars per acre under section 9 by the number of insured acres.

PREMIUMS

12.—(1) The total premium payable in respect of acreage under contract to a processor is \$22 per acre.

(2) Notwithstanding any authorization by an insured person in his application for insurance, the payment of the premium is the responsibility of the insured person and such premium shall be paid in any event not later than ten days after written demand therefor by the Commission.

(3) The premium prescribed by subsections (1) and (2) includes payments in respect of premiums made by the Government of Canada under the *Crop Insurance Act* (Canada).

FINAL DATE FOR SEEDING

13. For the purpose of this plan, the final date for seeding peas in a crop year is the 1st day of July or such other date as may be determined from time to time by the Commission.

FINAL DATE FOR HARVESTING

14. For the purposes of this plan, the final date for harvesting peas in a crop year is the 15th day of September or such other date as may be determined from time to time by the Commission. R.R.O. 1970, Reg. 148, Sched.; O. Reg. 171/71, ss. 1-4; O. Reg. 231/72, ss. 1, 2; O. Reg. 220/73, s. 1; O. Reg. 368/74, ss. 1, 2; O. Reg. 387/75, s. 1; O. Reg. 665/75, s. 1; O. Reg. 442/76, s. 1; O. Reg. 500/77, s. 1; O. Reg. 345/78, s. 1; O. Reg. 303/79, s. 1.

TABLE 1

Percentage By-passed of Total Acreage Contracted by Processor	Maximum Insurance Liability (percentage of value of production)
4.9% or less	80
5-8.9%	70
9-12.9%	60
13% or more	50

O. Reg. 442/76, s. 2.

TABLE 2

Potential Green Pea Crop in Tons	Percentage of Indemnity Otherwise Payable
2 tons or more	75
1¾ tons	80
1½ tons	85
1¼ tons	90
1 ton	95
Less than 1 ton	100

O. Reg. 389/80, s. 1.

Form 1

*Crop Insurance Act (Ontario)*

CONTRACT OF INSURANCE

BETWEEN:

THE CROP INSURANCE COMMISSION OF ONTARIO, hereinafter referred to as "THE COMMISSION",

OF THE FIRST PART

—and—

.....  
of the.....of.....  
in the County (or as the case may be) of....., hereinafter referred to as "THE INSURED PERSON",

OF THE SECOND PART

WHEREAS the insured person has applied for crop insurance on peas under The Ontario Crop Insurance Plan for Peas, hereinafter referred to as "the plan";

NOW THEREFORE, subject to the *Crop Insurance Act (Ontario)* and the regulations made thereunder, where in a crop year the insured person suffers a loss resulting from one or more of the perils designated in the plan, the Commission, subject

to the terms and conditions hereinafter set forth, agrees to indemnify the insured person in respect of such loss.

#### CAUSES OF LOSS NOT INSURED AGAINST

1. This contract does not insure against, and no indemnity shall be paid in respect of, a loss resulting from,

- (a) the negligence, misconduct or poor farming practices of the insured person or his agents or employees;
- (b) a shortage of labour or machinery;
- (c) insect infestation or plant disease unless recommended spray programs were followed; or
- (d) a peril other than the perils designated in the plan.

#### EXTENT OF INSURANCE

2.—(1) The insured person shall offer for insurance all acreage planted in the crop year to peas on the farm or farms operated by him in Ontario, whether grown under contract or not and this contract applies to all such acreage.

(2) This contract does not apply to, and no indemnity is payable in respect of, acreage planted to the insured crop,

- (a) that was not adequately prepared for cropping purposes;
- (b) that was planted after the final date prescribed for planting in the plan;
- (c) that, in the opinion of the Commission, is not insurable;
- (d) for which a contract between the insured person and the processor is not in effect; or
- (e) on which the insured crop is a volunteer crop.

#### VARIATION IN PLANTED ACREAGE

3.—(1) Where the acreage planted by the insured person in the crop year is not the same as that stated in the application for insurance the insured person shall, not later than the 15th day of July, notify the Commission in writing of the actual acreage planted.

(2) Where the actual planted acreage of the insured crop is less than that stated in the application for insurance, the maximum amount of indemnity shall be reduced proportionately.

(3) Where the actual planted acreage of the insured crop is more than that stated in the application for insurance, the maximum amount of indemnity and the premium payable shall not be increased but the income from the total planted acreage shall be included in establishing the income of the insured person unless the processor increases the contract acreage accordingly.

#### HARVESTING OF PLANTED ACREAGE

4.—(1) All acreage planted to the insured crop in the crop year shall be harvested as peas for processing unless the Commission, upon application therefor in writing, consents in writing to,

- (a) the use of the planted acreage or any part thereof for another purpose; or
- (b) the abandonment or destruction of the insured crop or any part thereof.

(2) The final date for the harvesting referred to in subparagraph (1) is the 15th day of September or such other date as may be determined from time to time by the Commission.

(3) Where the harvesting of any planted acreage is not completed on the date prescribed by subparagraph (2) the insured person shall forthwith notify the Commission in writing.

(4) Where an insured person fails to notify the Commission in accordance with subparagraph (3), no indemnity shall be paid in respect of the unharvested acreage.

#### EVALUATION OF LOSS

5.—(1) Where loss or damage to three acres or more of the insured crop occurs at any time following the planting of the insured crop or any part thereof, the Commission upon application therefor in writing by the insured person, may consent in writing to,

- (a) one replanting of the damaged acreage, provided that the replanting is completed not later than the 30th day of June;
- (b) the use of the damaged acreage for an alternate crop; or
- (c) the abandonment or destruction of the insured crop on such damaged acreage.

(2) Where the damaged acreage is replanted to peas in accordance with clause (1) (a), the Commission shall pay to the insured person a supplementary benefit of \$75 for each acre replanted and the contract of insurance shall continue to apply to such replanted acreage.

(3) Where the damaged acreage is used for an alternate crop in accordance with clause (1) (b), the Commission shall pay to the insured person a supplementary benefit of \$75 for each acre replanted,

the replanted acreage shall be released from the contract of insurance and the guaranteed production and indemnity payable shall be reduced accordingly.

#### STAGE 2

6.—(1) Subject to any revision in insured acreage made under subparagraph 5 (3), and subject to subparagraph (3), the amount of loss that shall be taken into account in the final adjustment of loss is the amount by which the sum of,

- (a) an amount obtained by multiplying the amount of dollars per acre coverage by the number of insured acres; and
- (b) an allowance for the cost of harvesting as set out in the grower-processor contract,

exceeds the sum of,

- (c) the total gross income of the insured person from the insured crop as evidenced by the processor's statement of production;
- (d) the value as determined by the Commission of the potential production of acreage unharvested for reasons other than the insured perils; and
- (e) any loss sustained by reason of a peril other than the perils designated in the plan.

(2) Notwithstanding subparagraph (1), where all or any part of the insured acreage is by-passed due to an insured peril, the Commission, upon application therefor in writing by the insured person, may consent in writing to the release from the contract of insurance of the by-passed acreage and adjust the loss on such acreage without regard to the income from any remaining acreage.

(3) Notwithstanding subparagraph (1), the indemnity payable in respect of by-passed acreage shall be calculated on the basis of the by-passing record of the processor to whom the crop is contracted in accordance with Table 1.

#### MISREPRESENTATION, VIOLATION OF CONDITIONS OR FRAUD

7. Where the insured person,

- (a) in his application for insurance,
  - (i) gives false particulars of the insured crop to the prejudice of the Commission, or
  - (ii) knowingly misrepresents or fails to disclose any fact required to be stated therein;
- (b) contravenes a term or condition of the contract of insurance;

(c) commits a fraud in respect of the insured crop; or

(d) wilfully makes a false statement in respect of a claim under the contract of insurance,

a claim by the insured person is invalid and his right to recover indemnity is forfeited.

#### WAIVER OR ALTERATION

8. No term or condition of this contract shall be deemed to be waived or altered in whole or in part by the Commission unless the waiver or alteration is clearly expressed in writing signed by the Commission or a representative authorized for that purpose by the Commission.

#### INTEREST OF OTHER PERSONS

9. Notwithstanding that a person other than the insured person holds an interest of any kind in the insured crop, for the purposes of this contract,

- (a) the interest of the insured person in the insured crop is deemed to be the full value of the crop;
- (b) except as provided in paragraph 17, no indemnity shall be paid to any person other than the insured person.

#### ASSIGNMENT OF RIGHT TO INDEMNITY

10. The insured person may assign all or part of his right to indemnity under this contract in respect of the insured crop but an assignment is not binding on the Commission and no payment of indemnity shall be made to an assignee unless,

- (a) the assignment is made on a form provided by the Commission; and
- (b) the Commission consents thereto in writing.

#### NOTICE OF LOSS OR DAMAGE

11.—(1) Where loss or damage to the insured crop results from one or more of the perils insured against and the insured person intends to abandon or destroy the insured crop, or to replant or use the planted acreage for another purpose, the insured person shall notify the Commission in writing of such intention and shall take no further action without the consent in writing of the Commission.

(2) Where loss or damage to the insured crop results from one or more of the perils insured against and the damage was occasioned at a readily ascertainable time, the insured person shall notify the Commission forthwith by telephone and shall confirm in writing within twenty-four hours after such time.

(3) Where loss or damage to the insured crop results from one or more of the perils insured against and it appears, or ought reasonably to appear to the insured person at any time after planting and before the completion of harvesting of the insured crop that the production of the insured crop may thereby be reduced, the insured person shall, as soon as the loss or damage is apparent, notify the Commission in writing forthwith.

(4) Notwithstanding any notice given by the insured person under this paragraph, where on completion of harvesting of the insured crop,

- (a) the total gross value of the insured crop as evidenced by the processor's statement of production is less than the total insured coverage; and
- (b) the loss resulted from one or more of the perils insured against,

the insured person shall notify the Commission in writing forthwith.

#### NOTICE OF BY-PASSING

12. Where acreage is by-passed by the processor, the insured person shall notify the Commission forthwith by telephone and confirm in writing within twenty-four hours.

#### ABANDONMENT, DESTRUCTION OR ALTERNATE USE

13.—(1) Acreage planted to the insured crop shall not be put to another use and the insured crop shall not be abandoned or destroyed until the Commission has appraised the potential production of the acreage.

(2) An appraisal made under subparagraph (1) shall not be taken into account in the final adjustment of loss where the insured person harvests the appraised acreage as green peas for processing.

(3) Where by-passed acreage is harvested for use as peas other than peas for processing, the indemnity otherwise payable shall be adjusted in accordance with Table 2.

#### ADJUSTMENT OF LOSS

14.—(1) The indemnity payable for loss or damage to the insured crop shall be determined in the manner prescribed by this contract.

(2) The Commission may cause the production of the insured crop to be appraised by any method that it deems proper.

(3) No indemnity shall be paid for a loss in respect of the insured crop unless the insured person establishes,

- (a) the total gross income obtained from the insured crop for the crop year; and

(b) that the loss in income or part thereof resulted directly from one or more of the perils insured against.

(4) Where a loss resulted partly from a peril insured against and partly from a cause of loss not insured against, the Commission shall determine the amount of the loss that resulted from the cause of loss not insured against, and the indemnity payable by the Commission under this contract shall be reduced accordingly.

#### PROOF OF LOSS

15.—(1) A claim for indemnity in respect of the insured crop shall be made on a proof of loss form provided by the Commission and shall be filed with the Commission not later than sixty days after,

- (a) the completion of harvesting of the insured crop; or
- (b) the end of the crop year,

whichever is the earlier.

(2) Subject to subparagraph (3), a claim for indemnity shall be made by the insured person.

(3) A claim for indemnity may be made,

- (a) in the case of the absence or inability of the insured person, by his agent; or
- (b) in the case of the absence or inability of the insured person or on his failure or refusal to do so, by an assignee under an assignment made in accordance with paragraph 10.

(4) Where required by the Commission, the information given in a proof of loss shall be verified by statutory declaration.

#### ARBITRATION

16. Where the Commission and the insured person fail to resolve any dispute respecting the adjustment of a loss under this contract, the matter shall be determined by arbitration in accordance with the regulations.

#### TIME FOR PAYMENT OF INDEMNITY

17.—(1) No indemnity under this contract becomes due and payable until,

- (a) the end of the crop year; and
- (b) the premium has been paid in full.

(2) Where the indemnity payable by the Commission under this contract is established by the filing of a proof of loss form or by an award of an arbitrator or board of arbitration, it shall be paid

within sixty days of the receipt by the Commission of the proof of loss form or award, as the case may be.

(3) Nothing in this paragraph prevents the Commission from paying indemnity under this contract at an earlier date.

SUBROGATION

18. Where the Commission has paid a claim under this contract, the Commission is subrogated to the extent thereof to all rights of recovery of the insured person against any person and may bring action in the name of the insured person to enforce those rights.

RIGHT OF ENTRY

19. The Commission has a right of entry to the premises of the insured person that may be exercised by agents of the Commission at any reasonable time or times for any purpose related to the contract of insurance.

NOTICE

20.—(1) Any written notice to the Commission shall be given by delivery thereof or by sending it by mail to the Commission.

(2) Written notice to the insured person shall be given by delivery thereof or by sending it by mail addressed to him at his last post office address on file with the Commission.

IN WITNESS WHEREOF The Crop Insurance Commission of Ontario has caused this contract of insurance to be signed by its general manager but the same shall not be binding upon the Commission until countersigned by a duly authorized representative thereof.

Countersigned and dated at.....,

this .....day of....., 19.....

.....

Duly Authorized  
Representative

.....

General Manager

R.R.O. 1970, Reg. 148, Form 1; O. Reg. 171/71, s. 6 (1-3); O. Reg. 231/72, s. 3; O. Reg. 368/74, s. 5; O. Reg. 387/75, s. 2; O. Reg. 303/79, s. 2; O. Reg. 389/80, s. 2.

Form 2

Crop Insurance Act (Ontario)

APPLICATION FOR CROP INSURANCE

To: The Crop Insurance Commission of Ontario:

.....  
(name of person, corporation or partnership, and if partnership, names of all partners)

..... (address) ..... (telephone no.)

applies for crop insurance on .....(for processing) under the *Crop Insurance Act (Ontario)* and the regulations and in support of this application the following facts are stated:

1. The applicant is the owner-operator or tenant-operator of the farm or farms described in paragraph 4.
2. Crop Plan ..... 3. Crop Year .....
4. Description of farm or farms and acreage grown to insured crop:

No. of Acres or Tons to be Insured	Lot	Concession	Township	County, etc.	Owner or Tenant

5. The applicant agrees to insure all acreage eligible for insurance under the regulations.

6. Coverage applied for as calculated by the Commission is: .....
7. The applicant hereby authorizes the processor named below to deduct the required premium from moneys owing by the processor to the applicant for harvested production.

Yes ☐

No ☐

8. If the premium is not paid by the processor, the applicant hereby agrees to pay to the Commission the premium in full upon demand.
9. The applicant hereby agrees to immediately notify the Commission of any loss or damage to the insured crop.
10. A Grower's Contract for the ..... year is in effect with:

Name of Processor: .....

Plant Address: .....

11. In addition to acreage under contract to the processor named herein, the applicant intends to grow ..... acres of the designated crop.

Dated at ....., this ..... day of ....., 19.....

.....  
(signature of applicant)

The processor named above hereby confirms the existence of a contract with the applicant and, where authorized, undertakes to deduct the premium pursuant to paragraph 7 above and to thereupon remit such premium forthwith to The Crop Insurance Commission of Ontario.

.....  
(signature of agent authorized by processor)

#### ASSIGNMENT OF INDEMNITY

Subject to any deduction in respect of premium, I hereby assign to the above-mentioned processor all moneys payable by the Commission as a result of loss, up to an amount equal to my total indebtedness to the processor which was incurred with my written approval for the growing of this crop, and authorize that all moneys payable by the Commission be paid jointly to the processor and myself.

.....  
(witness)

.....  
(signature of applicant)

O. Reg. 303/79, s. 3.



## REGULATION 218

under the Crop Insurance Act (Ontario)

### CROP INSURANCE PLAN FOR PEPPERS

1. The plan in the Schedule is established for the insurance within Ontario of peppers. O. Reg. 601/77, s. 1.

#### Schedule

*Crop Insurance Act (Ontario)*

#### PLAN

1. This plan may be cited as "The Ontario Crop Insurance Plan for Peppers".

2. The purpose of this plan is to provide for insurance against a loss in the production of peppers resulting from one or more of the perils designated in section 4.

#### INTERPRETATION

3. In this plan,

(a) "average farm yield" means the average of previous yields of the planted acreage computed by the Commission on the basis of acreage production records of the insured person or such other basis as the Commission determines;

(b) "peppers" means peppers produced in Ontario under a written contract on acreage or for tonnage specified in such contract and includes the following varieties:

1. Green bell.
2. Multi or Rainbow.
3. Banana.
4. Red;

(c) "processor" means a processor of peppers who is subject to the provisions of the *Farm Products Marketing Act* and the regulations made thereunder and any annual agreement for marketing peppers for processing; and

(d) "ton" means 2000 pounds.

#### DESIGNATION OF PERILS

4. The following are designated as perils for the purpose of this plan:

1. Drought.
2. Excessive rainfall.
3. Flood.
4. Freeze.
5. Frost.
6. Hail.
7. Insect infestation.
8. Plant disease.
9. Sunburn.
10. Wind.
11. Any other adverse weather condition.

#### DESIGNATION OF CROP YEAR

5. The crop year for peppers is the period from the 1st day of March in any year to the 15th day of October next following.

#### CONTRACT OF INSURANCE

6. For the purpose of this plan, the entire contract of insurance for peppers shall be deemed to be comprised of,

- (a) the contract of insurance in Form 1;
- (b) the application for insurance in Form 2; and
- (c) an amendment to any document referred to in clause (a) or (b) agreed upon in writing.

7. An application for insurance shall,

- (a) be in Form 2; and
- (b) be filed with the Commission not later than the 1st day of May or such other date as may be determined from time to time by the Commission.

#### DURATION OF CONTRACT

8. A contract of insurance shall be in force for the crop year in respect of which it is made unless it is terminated in accordance with the regulations.

COVERAGE

9.—(1) Subject to subsections (2) and (3), the coverage provided under a contract of insurance shall be 70 per cent of the average farm yield in tons of the total acreage planted to peppers by the insured person in accordance with the regulations.

(2) The coverage provided under subsection (1) shall be increased following each consecutive no claim year as follows:

- 1. Following the first no claim year, to 73 per cent of the average farm yield.
- 2. Following the second no claim year, to 76 per cent of the average farm yield.
- 3. Following the third no claim year, to 78 per cent of the average farm yield.
- 4. Following the fourth no claim year, to a maximum of 80 per cent of the average farm yield.

(3) The coverage provided under subsections (1) and (2) shall be decreased for claim years from the insured level in reverse progression to that prescribed by subsection (2) to a minimum of 70 per cent of the average farm yield.

(4) Where, in any year, a claim is paid in an amount less than one-half of the total premium for that year, the coverage for the following year shall remain unchanged.

(5) The number of tons determined under subsections (1), (2) and (3) constitutes the total guaranteed production under a contract of insurance.

10. The maximum amount for which the Commission is liable under a contract of insurance shall be the amount obtained by multiplying the total guaranteed production determined under section 9 by the established price per ton determined under section 11.

11. The established price for peppers shall be determined by the Commission in each crop year on the basis of the grower-processor marketing agreement and the variety grown.

PREMIUMS

12.—(1) The premium payable by an insured person in respect of acreage under contract is \$38 for each acre of the insured crop.

(2) Notwithstanding any authorization by an insured person in his application for insurance, the payment of the premium in respect of the contract of insurance is the responsibility of the insured person and such premium shall be paid in

any event not later than the 15th day of October in the crop year.

(3) The premium prescribed by subsection (1) is in addition to any payments in respect of premiums as may be made by the Government of Canada under the *Crop Insurance Act* (Canada).

FINAL DATE FOR PLANTING

13. For the purpose of this plan, the final date for planting peppers in a crop year is the 1st day of July or such other date as may be determined from time to time by the Commission.

FINAL DATE FOR HARVESTING

14. For the purpose of this plan, the final date for harvesting peppers in a crop year is the 15th day of October or such other date as may be determined from time to time by the Commission. O. Reg. 601/77, Sched; O. Reg. 226/79, ss. 1, 2; O. Reg. 390/80, s. 1.

Form 1

*Crop Insurance Act (Ontario)*

CONTRACT OF INSURANCE

BETWEEN:

THE CROP INSURANCE COMMISSION OF ONTARIO, hereinafter referred to as "THE COMMISSION"

OF THE FIRST PART

— and —

.....  
of the.....of.....  
in the County (or as the case may be) of  
.....hereinafter referred to  
as "THE INSURED PERSON",

OF THE SECOND PART

WHEREAS the insured person has applied for crop insurance on peppers under The Ontario Crop Insurance Plan for Peppers, hereinafter referred to as "the Plan";

NOW THEREFORE, subject to the *Crop Insurance Act (Ontario)*, and the regulations made thereunder, where in a crop year the insured person suffers a loss in the production of peppers resulting from one or more of the perils designated in the plan, the Commission, subject to the terms and conditions hereinafter set forth, agrees to indemnify the insured person in respect of such loss.

## TERMS AND CONDITIONS

## CAUSES OF LOSS NOT INSURED AGAINST

1. This contract does not insure against, and no indemnity shall be paid in respect of a loss in the production of the insured crop resulting from,

- (a) the negligence, misconduct or poor farming practices of the insured person or his agents or employees;
- (b) a shortage of labour or machinery;
- (c) insect infestation or plant disease unless recommended spray programs were followed; or
- (d) a peril other than the perils designated in the plan.

## EXTENT OF INSURANCE

2.—(1) The insured person shall offer for insurance all acreage planted in the crop year to peppers on the farm or farms operated by him in Ontario, whether grown under contract or not and, subject to subparagraphs (2) and (3), this contract applies to all such acreage.

(2) This contract does not apply to, and no indemnity is payable in respect of, acreage planted to the insured crop,

- (a) that was not adequately prepared for cropping purposes;
- (b) that was planted after the final date prescribed for planting in the plan;
- (c) that, in the opinion of the Commission, is not insurable;
- (d) for which a contract is not in effect; or
- (e) on which the insured crop is a volunteer crop.

(3) Where, in any crop year, more than 25 per cent of the acreage planted to peppers is grown other than under a written contract, no part of the crop is eligible for insurance coverage and, where a contract of insurance has been entered into, no indemnity is payable and no refund of premium shall be made.

## VARIATION IN PLANTED ACREAGE

3.—(1) Where the acreage planted by the insured person in the crop year is not the same as that stated in the application for insurance, the insured person shall, not later than the 15th day of July or such

other date as may be determined by the Commission, notify the Commission in writing of the actual acreage planted.

(2) Where the actual planted acreage of the insured crop is less than that stated in the application for insurance, the total guaranteed production and the maximum amount of the indemnity shall be reduced proportionately.

(3) Where the actual planted acreage of the insured crop is more than that stated in the application for insurance, unless the processor increases the contract acreage accordingly, the total guaranteed production, the maximum amount of indemnity and the premium payable shall not be increased but the production from the total planted acreage shall be included in establishing the production of the insured person.

## HARVESTING OF PLANTED ACREAGE

4.—(1) All acreage planted to the insured crop in the crop year shall be harvested as peppers for processing unless the Commission, upon application therefor in writing, consents in writing to,

- (a) the use of the planted acreage or any part thereof for another purpose; or
- (b) the abandonment or destruction of the insured crop or any part thereof.

(2) The final date for the harvesting referred to in subparagraph (1) is the 15th day of October or such other date as may be determined from time to time by the Commission.

(3) Where the harvesting of any planted acreage is not completed on the date prescribed by subparagraph (2), the insured person shall forthwith notify the Commission in writing.

(4) Where an insured person fails to notify the Commission in accordance with subparagraph (3), no indemnity shall be paid in respect of the unharvested acreage.

## MISREPRESENTATION, VIOLATION OR CONDITIONS OF FRAUD

5. Where the insured person,

- (a) in his application for insurance,
  - (i) gives false particulars of the insured crop to the prejudice of the Commission, or
  - (ii) knowingly misrepresents or fails to disclose any fact required to be stated therein;

- (b) contravenes a term or condition of the contract of insurance;
- (c) commits a fraud in respect of the insured crop; or
- (d) wilfully makes a false statement in respect of a claim under the contract of insurance,

a claim by the insured person is invalid and his right to recover indemnity is forfeited.

#### WAIVER OR ALTERATIONS

6. No term or condition of the contract shall be deemed to be waived or altered in whole or in part by the Commission unless the waiver or alteration is clearly expressed in writing signed by the Commission or a representative authorized for that purpose by the Commission.

#### INTEREST OF OTHER PERSONS

7. Notwithstanding that a person other than the insured person holds an interest of any kind in the insured crop, for the purposes of this contract,

- (a) the interest of the insured person in the insured crop is deemed to be the full value of the total guaranteed production; and
- (b) except as provided in paragraph 16, no indemnity shall be paid to any person other than the insured person.

#### ASSIGNMENT OF RIGHT TO INDEMNITY

8. The insured person may assign all or part of his right to indemnity under the contract in respect of the insured crop but an assignment is not binding on the Commission and no payment of indemnity shall be made to an assignee unless,

- (a) the assignment is made on a form provided by the Commission; and
- (b) the Commission consents thereto in writing.

#### EVALUATION OF LOSS

9.—(1) Where loss or damage occurs at any time after the completion of planting, the Commission, upon application therefor in writing by the insured person, may consent in writing to,

- (a) replanting of the damaged acreage and, in such case, the replanting shall be completed not later than the 1st day of July in the crop year or not later than such other date as may be determined from time to time by the Commission; or

- (b) the use of the damaged acreage for any other purpose or to the abandonment or destruction of the insured crop on such damaged acreage and, in such case, the Commission shall determine the number of damaged acres.

(2) Where the damaged acreage is replanted to the insured crop in accordance with clause (1) (a), a benefit of \$100 for each acre so replanted shall be paid and the contract of insurance shall continue to apply to such replanted acreage.

(3) Where the damaged acreage is used for any other purpose or the insured crop is abandoned or destroyed in accordance with clause (1) (b), a benefit of \$100 for each acre so abandoned or destroyed shall be paid and the contract of insurance shall cease to apply to such acreage.

(4) Where the damaged acreage is not used for any other purpose or the crop is not abandoned or destroyed after the Commission has consented thereto, the amount of loss calculated under subparagraph (3) shall not be taken into account in the final adjustment of loss.

(5) Where harvesting has been completed, the amount of loss that shall be taken into account in the final adjustment of loss in respect of the total planted acreage shall be calculated by multiplying the difference between the guaranteed production and the actual production by the established price per ton.

(6) For the purpose of subparagraph (5), actual production shall include,

- (a) production delivered to and accepted by a processor;
- (b) production delivered to and rejected by a processor unless the rejection resulted from a cause of loss designated in the plan;
- (c) production harvested but not delivered to a processor; and
- (d) potential production of wholly or partially unharvested acreage unless the failure to harvest resulted from a cause of loss designated in the plan.

#### NOTICE OF LOSS OR DAMAGE

10.—(1) Where loss or damage to the insured crop results from one or more of the perils insured against and the insured person intends to abandon or destroy the insured crop, or to replant or use the planted acreage for another purpose, the insured person shall notify the Commission in writing of such intention and shall take no further action without the consent in writing of the Commission.

(2) Where loss or damage to the insured crop results from one or more of the perils insured against and the damage was occasioned at a readily ascertainable time, the insured person shall notify the Commission in writing within twenty-four hours of such time.

(3) Where loss or damage to the insured crop results from one or more of the perils insured against and it appears, or ought reasonably to appear, to the insured person at any time after planting and before the completion of harvesting of the insured crop that the production of the insured crop may thereby be reduced, the insured person shall, as soon as the loss or damage is apparent, notify the Commission in writing forthwith.

(4) Notwithstanding any notice given by the insured person under this paragraph, where on completion of harvesting of the insured crop,

- (a) the actual production is less than the total guaranteed production; and
- (b) the loss resulted from one or more of the perils insured against,

the insured person shall notify the Commission in writing forthwith.

#### ABANDONMENT, DESTRUCTION OR ALTERNATE USE

11.—(1) Acreage planted to the insured crop shall not be put to another use and the insured crop shall not be abandoned or destroyed until the Commission has appraised the potential production of the acreage.

(2) An appraisal made under subparagraph (1) shall not be taken into account in the final adjustment of loss where the insured person harvests the appraised acreage.

#### ADJUSTMENT OF LOSS

12.—(1) The indemnity payable for loss or damage to the insured crop shall be determined in the manner prescribed by this contract.

(2) The Commission may cause the production of the insured crop to be appraised by any method that it considers proper.

(3) No indemnity shall be paid for a loss in respect of the insured crop unless the insured person establishes,

- (a) the actual production obtained from the insured crop for the crop year; and
- (b) that the loss in production or part thereof resulted directly from one or more of the perils insured against.

(4) Where a loss in production resulted partly from a peril insured against and partly from a cause of loss not insured against, the Commission shall determine the amount of the loss that resulted from the cause of loss not insured against, and the indemnity payable by the Commission under this contract shall be reduced accordingly.

(5) The indemnity payable with respect to the total planted acreage in the final adjustment of loss shall be the sum of all loss calculations applicable to such acreage, but where the actual production of any harvested acreage exceeds the guaranteed production of such acreage, the indemnity otherwise payable for a loss in production shall be reduced by the amount obtained by multiplying such excess by the established price per ton.

#### PROOF OF LOSS

13.—(1) A claim for indemnity in respect of the insured crop shall be made on a proof of loss form provided by the Commission and shall be filed with the Commission not later than sixty days after,

- (a) the completion of harvesting of the insured crop; or
- (b) the end of the crop year,

whichever is the earlier.

(2) Subject to subparagraph (3), a claim for indemnity shall be made by the insured person.

(3) A claim for indemnity may be made,

- (a) in the case of the absence or inability of the insured person, by his agent; or
- (b) in the case of the absence or inability of the insured person or on his failure or refusal to do so, by an assignee under an assignment made in accordance with paragraph 8.

(4) Where required by the Commission, the information given in a proof of loss form shall be verified by statutory declaration.

#### ARBITRATION

14. Where the Commission and the insured person fail to resolve any dispute respecting the adjustment of a loss under the contract, the matter shall be determined by arbitration in accordance with the regulations.

#### TIME FOR PAYMENT OF INDEMNITY

15.—(1) No indemnity under the contract becomes due and payable until,

- (a) the end of the crop year; and
- (b) the premium has been paid in full.

(2) Where the indemnity payable by the Commission under this contract is established by the filing of a proof of loss form or by an award of an arbitrator or board of arbitration, it shall be paid within sixty days of the receipt by the Commission of the proof of loss form or award, as the case may be.

(3) Nothing in this paragraph prevents the Commission from paying indemnity under this contract at an earlier date.

SUBROGATION

16. Where the Commission has paid a claim under this contract, the Commission is subrogated to the extent thereof to all rights of recovery of the insured person against any person and may bring action in the name of the insured person to enforce those rights.

RIGHT OF ENTRY

17. The Commission has a right of entry to the premises of the insured person that may be exercised

by agents of the Commission at any reasonable time or times for any purpose related to the contract of insurance.

NOTICE

- 18.—(1) Any written notice to the Commission shall be given by delivery thereof or by sending it by mail to the Commission.
- (2) Written notice to the insured person shall be given by delivery thereof or by sending it by mail addressed to him at his last post office address on file with the Commission.

IN WITNESS WHEREOF The Crop Insurance Commission of Ontario has caused this contract of insurance to be signed by its general manager but the same shall not be binding upon the Commission until countersigned by a duly authorized representative thereof.

Countersigned and dated at.....

this.....day of....., 19....

.....

Duly Authorized                      General Manager  
Representative

O. Reg. 601/77, Form 1; O. Reg. 226/79, s. 3; O. Reg. 390/80, s. 2.

Form 2

Crop Insurance Act (Ontario)

APPLICATION FOR CROP INSURANCE

To: The Crop Insurance Commission of Ontario:

.....  
(name of person, corporation or partnership, and if partnership, names of all partners)

.....  
(address)

.....  
(telephone no.)

applies for crop insurance on.....(for processing) under the *Crop Insurance Act (Ontario)* and the regulations and in support of this application the following facts are stated:

1. The applicant is the owner-operator or tenant-operator of the farm or farms described in paragraph 4.
2. Crop Plan.....
3. Crop Year.....
4. Description of farm or farms and acreage grown to insured crop:

No. of Acres or Tons to be Insured	Lot	Concession	Township	County, etc.	Owner or Tenant

5. The applicant agrees to insure all acreage eligible for insurance under the regulations.
6. Coverage applied for as calculated by the Commission is: .....
7. The applicant hereby authorizes the processor named below to deduct the required premium from moneys owing by the processor to the applicant for harvested production.

Yes ☐No ☐
8. If the premium is not paid by the processor, the applicant hereby agrees to pay to the Commission the premium in full upon demand.
9. The applicant hereby agrees to immediately notify the Commission of any loss or damage to the insured crop.
10. A Grower's Contract for the.....year is in effect with:

Name of Processor:.....

Plant Address:.....
11. In addition to acreage under contract to the processor named herein, the applicant intends to grow.....acres of the designated crop.
- Dated at....., this.....day of....., 19....

.....  
(signature of applicant)

The processor named above hereby confirms the existence of a contract with the applicant and, where authorized, undertakes to deduct the premium pursuant to paragraph 7 above and to thereupon remit such premium forthwith to The Crop Insurance Commission of Ontario.

.....  
(signature of agent authorized by processor)

ASSIGNMENT OF INDEMNITY

Subject to any deduction in respect of premium, I hereby assign to the above-mentioned processor all moneys payable by the Commission as a result of loss, up to an amount equal to my total indebtedness to the processor which was incurred with my written approval for the growing of this crop, and authorize that all moneys payable by the Commission be paid jointly to the processor and myself.

.....  
(witness)

.....  
(signature of applicant)



## REGULATION 219

under the Crop Insurance Act (Ontario)

### CROP INSURANCE PLAN FOR PLUMS

1. The plan in the Schedule is established for the insurance within Ontario of plums. O. Reg. 99/77, s. 1.

#### Schedule

*Crop Insurance Act (Ontario)*

#### PLAN

1. This plan may be cited as "The Ontario Crop Insurance Plan for Plums".

2. The purpose of this plan is to provide for insurance against a loss in the production of plums resulting from one or more of the perils designated in section 4.

#### INTERPRETATION

3. In this plan,

(a) "average yield" means the average total orchard production of the insured person over the preceding six years allowing for,

(i) age of trees,

(ii) tree removal, and

(iii) change in acreage;

(b) "plums" means all varieties of plums produced in Ontario.

#### DESIGNATION OF PERILS

4. The following are designated as perils for the purpose of this plan:

1. Drought.

2. Excessive moisture.

3. Freeze injury.

4. Frost.

5. Hail.

6. Hurricane or tornado damage.

7. Unavoidable pollination failure.

#### DESIGNATION OF CROP YEAR

5. The crop year for plums is the period from the 1st day of December in any year to the 30th day of November next following.

### CONTRACT OF INSURANCE

6. For the purposes of this plan, the entire contract of insurance for plums shall be deemed to be comprised of,

(a) the contract of insurance in Form 1;

(b) the application for insurance in Form 2;

(c) the production guarantee report in Form 3; and

(d) an amendment to any document referred to in clause (a), (b) or (c) agreed upon in writing.

7. An application for insurance shall,

(a) be in Form 2;

(b) be accompanied by a premium deposit of at least,

(i) \$50. or

(ii) where the applicant has another fruit crop insured under the Act in respect of the same crop year, \$10; and

(c) be filed with the Commission not later than the 20th day of December in the crop year in respect of which it is made.

#### DURATION OF CONTRACT

8.—(1) A contract of insurance shall be in force for the crop year in respect of which it is made, and shall continue in force for each crop year thereafter until it is cancelled by the insured person or the Commission in the manner prescribed by subsection (2) or is terminated in accordance with the regulations.

(2) A contract of insurance may be cancelled by the insured person or the Commission by notice in writing to the other party on or before the 20th day of December in the crop year during which the cancellation is to be effective or on or before such other date as may be determined from time to time by the Commission.

#### COVERAGE

9.—(1) Subject to subsections (2) and (3), the coverage provided under a contract of insurance is 63 per cent of the average yield as determined

by the Commission multiplied by the established price.

(2) The coverage provided under subsection (1) shall be increased following each consecutive no claim year as follows:

1. Following the first no claim year, to 66 per cent.
2. Following the second no claim year, to 68 per cent.
3. Following the third no claim year, to a maximum of 70 per cent.

(3) The coverage provided under subsections (1) and (2) shall be decreased for claim years from the insured level in reverse progression to that prescribed by subsection (2), except that where a claim occurs in a year when the coverage is 63 per cent, the coverage shall be reduced to a minimum of 60 per cent.

(4) The number of pounds determined under subsections (1), (2) and (3) constitutes the total guaranteed production under a contract of insurance.

10.—(1) The established price for plums is,

- (a) 8¢; or
- (b) 10¢,

per pound.

(2) Subject to subsections (3) and (4), the established price per pound selected by an applicant at the time a contract of insurance is made applies in each succeeding crop year during which the contract is in force and that such price is prescribed by the regulations.

(3) Where,

- (a) the insured person applies therefor in writing in the production guarantee report for the crop year; and
- (b) the Commission consents in writing,

any established price designated in subsection (1) may be substituted for the established price selected by the insured person at the time a contract of insurance is made or for any established price substituted in lieu thereof under this subsection.

(4) Notwithstanding anything in this section, the price selected by the insured person shall not exceed the average price received by him for all plums marketed over the preceding year.

11. The maximum indemnity for which the Commission is liable under a contract of insurance shall be the amount obtained by multiplying the

total guaranteed production determined under section 9 by the established price per pound determined under section 10.

#### PREMIUMS

12.—(1) The total premium payable in the crop year is,

- (a) where the level of coverage is 60 per cent, 21.5 per cent;
- (b) where the level of coverage is 63 per cent, 19.75 per cent;
- (c) where the level of coverage is 66 per cent, 18 per cent;
- (d) where the level of coverage is 68 per cent, 16.25 per cent; and
- (e) where the level of coverage is 70 per cent, 14.5 per cent,

of the guaranteed production in pounds multiplied by the established price.

(2) Notwithstanding subsection (1), the minimum premium payable by an insured person in each crop year is \$50.

(3) The premium prescribed in subsections (1) and (2) includes payments in respect of premiums made by the Government of Canada under the *Crop Insurance Act* (Canada).

13.—(1) Where a contract of insurance is in force, a premium shall be paid in respect of each crop year.

(2) Where a premium is payable in respect of a crop year, the insured person shall pay the premium, less the premium deposit, to the Commission at the time the production guarantee report prescribed by section 14 is returned to the Commission.

(3) Where a renewal premium is payable in respect of a crop year, the insured person shall, not later than the 20th day of December in the crop year, pay the premium deposit as set out in clause 7 (b).

#### PRODUCTION GUARANTEE REPORT

14. The Commission shall prepare and deliver a production guarantee report in Form 3 to each insured person in each crop year and the insured person shall sign a copy thereof and return it to the Commission. O. Reg. 99/77, Sched.; O. Reg. 898/78, ss. 1-3; O. Reg. 2/80, s. 1.

Form 1

Crop Insurance Act (Ontario)

CONTRACT OF INSURANCE

BETWEEN:

THE CROP INSURANCE COMMISSION OF ONTARIO,  
hereinafter referred to as "THE COMMISSION",

OF THE FIRST PART;

—and—

.....  
of the.....of.....  
in the County (or as the case may be) of  
....., hereinafter referred to  
as "THE INSURED PERSON",

OF THE SECOND PART;

WHEREAS the insured person has applied for crop insurance on plums under The Ontario Crop Insurance Plan for Plums, hereinafter referred to as "the plan".

NOW THEREFORE, subject to the *Crop Insurance Act (Ontario)*, and the regulations made thereunder where in a crop year the insured person suffers a loss in the production of plums resulting from one or more of the perils designated in the plan, the Commission, subject to the terms and conditions hereinafter set forth, agrees to indemnify the insured person in respect of such loss.

TERMS AND CONDITIONS

INSURED CROP

1. In this contract, "insured crop" means all varieties of plums produced in Ontario.

CAUSES OF LOSS NOT INSURED AGAINST

2. This contract does not insure against, and no indemnity shall be paid in respect of a loss resulting from,

- (a) the negligence, misconduct or poor farming practices of the insured person or his agents or employees;
- (b) a shortage of labour or machinery;
- (c) insect infestation or plant disease;
- (d) a peril other than the perils designated in the plan.

EXTENT OF INSURANCE

3.—(1) The insured person shall offer for insurance all acreage planted to the insured crop on the farm or farms operated by him in Ontario, and, subject to subparagraph (2), this contract applies to all such acreage.

(2) This contract does not apply to, and no indemnity is payable in respect of, acreage planted to the insured crop,

- (a) that was not adequately prepared for cropping purposes; or
- (b) that, in the opinion of the Commission, is not insurable.

4.—(1) All insured acreage shall be harvested unless the Commission, upon application therefor in writing, consents in writing to the abandonment or destruction of the insured crop or any part thereof and, in such case, the Commission shall determine,

- (a) the potential production of the unharvested acreage; and
- (b) whether the harvesting was prevented by one or more of the perils insured against.

(2) Where an insured person fails to obtain the consent of the Commission in accordance with subparagraph (1), no indemnity shall be paid in respect of the unharvested acreage.

EVALUATION OF LOSS

5.—(1) The amount of loss that shall be taken into account in the final adjustment of loss in respect of the total insured acreage shall be calculated by multiplying the difference between the guaranteed production and the actual production by the established price per pound.

(2) For the purpose of subparagraph (1), actual production shall include,

- (a) the total orchard run of all insured acreage; and
- (b) the potential production of wholly or partially unharvested acreage where the failure to harvest resulted from a cause of loss not insured against.

(3) Where the insured crop or any part thereof has suffered freeze, hail, hurricane or tornado damage to such an extent that it is unsuitable for sale, it shall not be counted as production.

(4) Notwithstanding subparagraph (3), where freeze, hail, hurricane or tornado damaged plums are sold to a winery or distillery at less than the prevailing price for unblemished fruit, the actual production shall be deemed to be reduced in the

ratio that the salvage value received for the crop bears to the market price for processing plums as set by The Ontario Tender Fruit Growers' Marketing Board.

#### NOTICE OF LOSS OR DAMAGE

6.—(1) Where,

- (a) loss or damage to the insured crop results from one or more of the perils insured against; or
- (b) the insured crop or any part thereof is or is intended to be sold on a pick-your-own basis,

the insured person shall notify the Commission in writing prior to harvest in order that a pre-harvest inspection may be made.

(2) Notwithstanding subparagraph (1), where loss or damage to the insured crop results from one or more of the perils insured against and the damage was occasioned at a readily ascertainable time, the insured person shall notify the Commission in writing within the following time limits:

- 1. For hail, hurricane or tornado damage, within three days of the time of loss.
- 2. For frost damage or freeze injury affecting the quality of the fruit, within three days of the time of loss.

(3) Where the insured person fails to notify the Commission under subparagraphs (1) and (2), a claim by the insured person is invalid and his right to indemnity is forfeited.

#### MISREPRESENTATION, VIOLATION OF CONDITIONS OR FRAUD

7. Where the insured person,

- (a) in his application for insurance,
  - (i) gives false particulars of the insured crop to the prejudice of the Commission, or
  - (ii) knowingly misrepresents or fails to disclose any fact required to be stated therein;
- (b) contravenes a term or condition of the contract of insurance;
- (c) commits a fraud in respect of the insured crop; or
- (d) wilfully makes a false statement in respect of a claim under the contract of insurance,

a claim by the insured person is invalid and his right to recover indemnity is forfeited.

#### WAIVER OR ALTERATION

8. No term or condition of this contract shall be deemed to be waived or altered in whole or in part by the Commission unless the waiver or alteration is clearly expressed in writing signed by the Commission or a representative authorized for that purpose by the Commission.

#### INTEREST OF OTHER PERSONS

9. Notwithstanding that a person other than the insured person holds an interest of any kind in the insured crop, for the purposes of this contract,

- (a) the interest of the insured person in the insured crop is deemed to be the full value of the crop; and
- (b) except as provided in paragraph 10, no indemnity shall be paid to any person other than the insured person.

#### ASSIGNMENT OF RIGHT TO INDEMNITY

10. The insured person may assign all or part of his right to indemnity under this contract in respect of the insured crop but an assignment is not binding on the Commission and no payment of indemnity shall be made to an assignee unless,

- (a) the assignment is made on a form provided by the Commission; and
- (b) the Commission consents thereto in writing.

#### ADJUSTMENT OF LOSS

11.—(1) The indemnity payable for loss or damage to the insured crop shall be determined in the manner prescribed by this contract.

(2) The Commission may cause the production of the insured crop to be appraised by any method that it deems proper.

(3) No indemnity shall be paid for a loss in respect of the insured crop unless the insured person establishes,

- (a) the actual production obtained from the insured crop for the crop year; and
- (b) that the loss in production or part thereof resulted directly from one or more of the perils insured against.

(4) Where a loss in production resulted partly from a peril insured against and partly from a cause of loss not insured against, the Commission shall determine the amount of the loss that resulted from the cause of loss not insured against, and the indemnity payable by the Commission under this contract shall be reduced accordingly.

PROOF OF LOSS

12.—(1) A claim for indemnity in respect of the insured crop shall be made on a proof of loss form provided by the Commission and shall be filed with the Commission not later than sixty days after,

- (a) the completion of harvesting of the insured crop; or
- (b) the end of the crop year,

whichever is the earlier.

(2) Subject to subparagraph (3), a claim for indemnity shall be made by the insured person.

(3) A claim for indemnity may be made,

- (a) in the case of the absence or inability of the insured person, by his agent ; or
- (b) in the case of the absence or inability of the insured person or on his failure or refusal to do so, by an assignee under an assignment made in accordance with paragraph 10.

(4) Where required by the Commission, the information given in a proof of loss form shall be verified by statutory declaration.

ARBITRATION

13. Where the Commission and the insured person fail to resolve any dispute respecting the adjustment of a loss under this contract, the matter shall be determined by arbitration in accordance with the regulations.

TIME FOR PAYMENT OF INDEMNITY

14.—(1) No indemnity under this contract becomes due and payable until,

- (a) the end of the crop year; and
- (b) the premium has been paid in full.

(2) Where the indemnity payable by the Commission under this contract is established by the filing of a proof of loss form or by an award of an arbitrator or board of arbitration, it shall be paid within sixty days of the receipt by the Commission of the proof of loss form or award, as the case may be.

(3) Nothing in this paragraph prevents the Commission from paying indemnity under this contract at an earlier date.

SUBROGATION

15. Where the Commission has paid a claim under this contract, the Commission is subrogated to the extent thereof to all rights of recovery of the insured person against any person and may bring action in the name of the insured person to enforce those rights.

RIGHT OF ENTRY

16. The Commission has a right of entry to the premises of the insured person that may be exercised by agents of the Commission at any reasonable time or times for any purpose related to the contract of insurance.

17.—(1) Any written notice to the Commission shall be given by delivery thereof or by sending it by mail to the Commission.

(2) Written notice to the insured person shall be given by delivery thereof or by sending it by mail addressed to him at his last post office address on file with the Commission.

IN WITNESS WHEREOF The Crop Insurance Commission of Ontario has caused this contract of insurance to be signed by its general manager but the same shall not be binding upon the Commission until countersigned by a duly authorized representative thereof.

Countersigned and dated at .....  
this ..... day of ..... , 19....

.....  
Duly Authorized                      General Manager  
Representative

Form 2

Crop Insurance Act (Ontario)

APPLICATION FOR CROP INSURANCE FOR.....

To: The Crop Insurance Commission of Ontario:

.....  
(name of person, corporation or partnership and if partnership, names of all partners)

.....  
(address) (telephone no.)

applies for crop insurance under the *Crop Insurance Act (Ontario)*, and the regulations and in support of this application the following facts are stated:

- 1. Crop Insurance Contract number, if any, under the *Crop Insurance Act (Ontario)* .....
- 2. This application is made for the insurance coverage on.....
- 3. This application is made for the crop year ending in 19.....
- 4. Description of the farm or farms operated by applicant:

Farm Number	Lot	Concession	Township	County	Total Acres in Farm	Total number of Trees or Vines

- 5. The price per unit applied for is:
- 6. Production records for the preceding six years are available: Yes ☐ No ☐
- 7. Sales records for the preceding year are available: Yes ☐ No ☐
- 8. A deposit of \$.....(minimum \$50) accompanies this application.

Dated at ..... this ..... day of ....., 19....

.....  
(signature of applicant(s) )

.....  
(title of official signing for a corporation)

O. Reg. 99/77, Form 2.

Form 3

Crop Insurance Act (Ontario)

PRODUCTION GUARANTEE REPORT FOR.....

- 1. Insured person.....  
(name) (address) (county) (telephone no.)
- 2. Crop Insurance Contract No. ....

3. Crop year covered by this report: 19.....
4. Total production during the past six years has been affected by,
- (a) Tree or vine removal

☐ Yes

☐ No;
- (b) Change in Acreage

☐ Yes

☐ No;
- (c) Age of trees or vines

☐ Yes

☐ No;
- (d) Biennial bearing

☐ Yes

☐ No.

5. Declaration of Previous Yields:

Year	Acreage	Number of Bearing Trees or Vines	Actual Yield	Cause of Loss

6. Average yield for insurance purposes is .....

7. Established price ..... per .....

8. Determination of Guaranteed Production:

Average Yield for Crop Insurance Purposes	Percentage Coverage	Guaranteed Production (pounds)

9. Determination of Premium:

Guaranteed Production	Value at Established Price	Premium Rate	Grower's Premium	Premium Deposit	Balance

Dated at ....., this .... day of ....., 19....

.....  
(signature of insured person)

.....  
(signature of authorized representative)



## REGULATION 220

under the Crop Insurance Act (Ontario)

### CROP INSURANCE PLAN FOR SEED CORN

1. The plan in the Schedule is established for the insurance within Ontario of seed corn. O. Reg. 517/75, s. 1.

#### Schedule

*Crop Insurance Act (Ontario)*

#### PLAN

1. This plan may be cited as "The Ontario Crop Insurance Plan for Seed Corn".

2. The purpose of this plan is to provide for insurance against a loss in the production of seed corn resulting from one or more of the perils designated in section 4.

#### INTERPRETATION

3. In this plan,

- (a) "bushel" means 56 pounds of shelled seed corn, the kernel moisture content of which does not exceed 15.5 per cent;
- (b) "seed corn" means corn grown under contract with a dealer which is intended for sale on a commercial basis for seed purposes;
- (c) "variety average yield" means the average of previous yields of the variety grown on the basis of production records or on such other basis as the Commission approves.

#### DESIGNATION OF PERILS

4. The following are designated as perils for the purposes of this plan:

- 1. Drought.
- 2. Excessive moisture.
- 3. Excessive rainfall.
- 4. Flood.
- 5. Frost.
- 6. Hail.
- 7. Insect infestation.
- 8. Plant disease.
- 9. Wildlife.
- 10. Wind.

### DESIGNATION OF CROP YEAR

5. The crop year for seed corn is the period from the 1st day of March in any year to the 1st day of December next following.

#### CONTRACT OF INSURANCE

6. For the purposes of this plan, the entire contract of insurance for seed corn shall be deemed to be comprised of,

- (a) the contract of insurance in the form prescribed by Regulation 231 of Revised Regulations of Ontario, 1980;
- (b) an endorsement for seed corn in Form 2;
- (c) the application for insurance; and
- (d) an amendment to any document referred to in clause (a), (b) or (c) agreed upon in writing.

7. An application for insurance shall,

- (a) be in Form 1; and
- (b) be filed with the Commission not later than the 1st day of May in the crop year or not later than such other date as may be determined from time to time by the Commission.

#### DURATION OF CONTRACT

8. A contract of insurance shall be in force for the crop year in respect of which it is made.

#### COVERAGE

9. The coverage per acre provided in the crop year under a contract of insurance shall be 80 per cent of the variety average yield in bushels.

#### LIABILITY

10. The maximum amount for which the Commission is liable for a loss in production under a contract of insurance shall be the amount obtained by multiplying the guaranteed production per acre determined under section 9 by the number of acres planted to the female corn plant by the established price per bushel determined by the Commission for the variety grown.

## PREMIUMS

11.—(1) The premium payable in respect of each acre under contract to a dealer shall be determined by the Commission for each crop year on the basis of,

- (a) the variety of seed corn grown;
- (b) the cumulative loss ratio of the dealer with whom the insured crop is grown under contract as set out in the Table; and
- (c) the current premium payable under the Crop Insurance Plan for Corn.

(2) The premium prescribed by subsection (1) includes payments in respect of premiums made by the Government of Canada under the *Crop Insurance Act* (Canada).

## ESTABLISHED PRICE

12. The established price for each variety of seed corn grown by the insured person shall be determined from time to time by the Commission.

O. Reg. 517/75, Sched.; O. Reg. 682/76, ss. 1, 2;  
O. Reg. 631/78, ss. 1, 2; O. Reg. 233/79, s. 1.

TABLE

Cumulative Loss Ratio of Dealer	Premium Discount	Premium Surcharge
20 per cent or less	20 per cent	
20.1 – 40 per cent	15 per cent	
40.1 – 60 per cent	10 per cent	
60.1 – 80 per cent	5 per cent	
80.1 – 119.9 per cent	nil	nil
120 – 129.9 per cent		5 per cent
130 – 139.9 per cent		10 per cent
140 – 149.9 per cent		15 per cent
150 per cent or more		20 per cent

Form 1

Crop Insurance Act (Ontario)

APPLICATION FOR CROP INSURANCE  
FOR SEED CORN

CROP DETAILS

To: The Crop Insurance Commission of Ontario:

(name of person, corporation or partnership, and if  
partnership, names of all partners)

(The applicant must be either an owner-operator or  
a tenant-operator. An operator is one who controls  
or directs the operation of the farm.)

(postal address) (postal code) (telephone no.)

applies for crop insurance under the *Crop Insurance  
Act (Ontario)* and the regulations and in support of this  
application the following facts are stated:

1. Location of Home Farm: (lot) (concession)  
(township) (county)

2. Acreage Contract:

"NORM" YIELD	YEARS VARIETY FIELD GROWN	ACREAGE CONTRACTED

Complete a separate application for each  
variety.

3. The applicant agrees to insure all acreage grown  
to the insured crop.

4. The applicant hereby authorizes  
the dealer named below to deduct Yes or No  
the required premium from moneys  
owing the applicant for harvested  
production.

5. The applicant hereby agrees to pay to the  
Commission the premium in full upon demand.

6. A Growers Contract for the crop year applied  
for is in effect with:  
(name and address of dealer)

Dated at (day) (month) (year) 19...

(signature of applicant)

The dealer named above hereby undertakes to  
deduct the premium pursuant to paragraph 4 above  
and to thereupon remit such premium forthwith  
to The Crop Insurance Commission of Ontario.

(signature of agent authorized  
by dealer)

ASSIGNMENT OF INDEMNITY

Subject to any deduction in respect of premium,  
I hereby assign to the above mentioned dealer all  
moneys payable by the Commission as a result of  
loss, up to an amount equal to my total indebtedness  
to the processor, which was incurred with my written  
approval for the growing of this crop, and authorize  
that all moneys payable by the Commission be paid  
jointly to the dealer and myself.

(witness) (signature of applicant)

O. Reg. 517/75, Form 1.

Form 2

Crop Insurance Act (Ontario)

SEED CORN ENDORSEMENT

WHEREAS the insured person has applied for crop  
insurance for seed corn under The Ontario Crop  
Insurance Plan for Seed Corn, hereinafter referred  
to as "the plan", and has paid the deposit premium  
prescribed thereunder;

NOW THEREFORE, subject to the *Crop Insurance  
Act (Ontario)* and the regulations made thereunder,  
the contract of insurance between The Crop Insurance  
Commission of Ontario and the insured person is  
hereby extended to cover seed corn.

HARVESTING OF SEEDED ACREAGE

1.—(1) All acreage seeded to seed corn shall be  
harvested as seed corn unless the Commission, upon  
application therefor in writing, consents in writing  
to,  
(a) the use of the seeded acreage or any part  
thereof for another purpose; or  
(b) the abandonment or destruction of the  
insured crop or any part thereof.

(2) Where,

- (a) under subparagraph (1), any seeded acreage is used for a purpose other than harvesting as seed corn; or
- (b) the harvesting of any seeded acreage was prevented by reason of a cause of loss not insured against,

the Commission shall determine the potential production and such potential production shall be taken into account in the final adjustment of loss.

#### STAGE 1

2.—(1) Stage 1 comprises the period from the date on which the seeding of acreage to seed corn is completed to and including the 15th day of June in the crop year.

(2) Where loss or damage occurs in Stage 1, the Commission, upon application therefor in writing by the insured person, may consent in writing to,

- (a) the reseeded of the damaged acreage; or
- (b) the use of the damaged acreage for any other purpose or to the abandonment or destruction of the insured crop on such damaged acreage and, in such case, the Commission shall determine the number of damaged acres and the potential production thereof.

(3) Where the damaged acreage is reseeded to seed corn in accordance with clause (2) (a), the contract of insurance shall continue to apply to such reseeded acreage.

(4) Where the damaged acreage is used for any other purpose or the insured crop is abandoned or destroyed in accordance with clause (2) (b), the amount of loss that shall be taken into account in the final adjustment of loss in respect of the total seeded acreage shall be calculated by multiplying,

- (a) 50 per cent of the guaranteed production for the damaged acreage; or
- (b) the difference between the guaranteed production and the potential production determined under clause (2) (b) for the damaged acreage,

whichever is the lesser, by the established price.

(5) Where the damaged acreage is not used for any other purpose or the crop thereon is not abandoned or destroyed after the Commission has consented thereto, the amount of loss calculated under subparagraph (4) shall not be taken into account in the final adjustment of loss.

(6) Notwithstanding any application made in writing by the insured person under this paragraph,

the Commission may, where loss or damage occurs in Stage 1, notify the insured person in writing that it intends to terminate the insurance coverage on such damaged acreage and to calculate the amount of loss in the manner prescribed in subparagraph (4) with respect to such damaged acreage and, where notice of such intention has been given, the Commission shall calculate accordingly the amount of loss to be taken into account in the final adjustment of loss and the value of the insured crop on such damaged acreage shall not progress beyond Stage 1.

#### STAGE 2

3.—(1) Stage 2 commences on the 16th day of June in the crop year and, with respect to any part of the seeded acreage, ends with the completion of harvesting of such part.

(2) Where loss or damage occurs in Stage 2, the Commission, upon application therefor in writing by the insured person, may consent in writing to the use of the damaged acreage for any other purpose or to the abandonment or destruction of the insured crop on such damaged acreage and, in such case, the Commission shall determine the number of damaged acres and the potential production thereof.

(3) Where,

- (a) damaged acreage is used for any other purpose or the insured crop thereon is abandoned or destroyed in accordance with subparagraph (2); or
- (b) the harvesting of any seeded acreage is not completed and the harvesting was prevented by reason of a cause of loss not insured against,

the amount of loss that shall be taken into account in the final adjustment of loss in respect of the total seeded acreage shall be calculated by multiplying,

- (c) the guaranteed production for the damaged or unharvested acreage, as the case may be; or
- (d) the amount by which the guaranteed production exceeds the potential production for the damaged or unharvested acreage,

whichever is the lesser, by the established price.

(4) Where damaged acreage is not used for any other purpose or the crop thereon is not abandoned or destroyed after the Commission has consented thereto, the amount of loss calculated under subparagraph (3) shall not be taken into account in the final adjustment of loss.

(5) Where the actual production of the acreage harvested is less than the guaranteed production for such acreage, the amount of loss that shall be

taken into account in the final adjustment of loss in respect of the total seeded acreage shall be calculated by multiplying the difference between the guaranteed production and the actual production by the established price.

SALVAGE

4. Where, as the result of an insured peril, the insured crop or any part thereof is suitable only for feed, the amount of loss that shall be taken into account in the final adjustment of loss shall be the amount by which the liability under this plan for the damaged acreage exceeds the actual production for the damaged acreage multiplied by the highest established price for grain corn under The Ontario Crop Insurance Plan for Corn.

FINAL ADJUSTMENT OF LOSS  
FOR TOTAL SEEDED ACREAGE

5. The indemnity payable with respect to the total seeded acreage in the final adjustment of loss shall be the sum of all loss calculations applicable to such acreage, but where,

- (a) the actual production of any harvested acreage; or
- (b) the potential production of any unharvested acreage,

exceeds the guaranteed production of such acreage, the indemnity otherwise payable in respect of any loss calculations shall be reduced by the amount obtained by multiplying such excess by the established price per bushel.

IN WITNESS WHEREOF The Crop Insurance Commission of Ontario has caused this endorsement to be signed by its general manager but the same shall not be binding upon the Commission until countersigned by a duly authorized representative thereof.

Countersigned and dated at.....,  
this.....day of....., 19....

.....	.....
Duly Authorized Representative	General Manager
	O. Reg. 517/75, Form 2.



## REGULATION 221

under the Crop Insurance Act (Ontario)

### CROP INSURANCE PLAN FOR SOUR CHERRIES

1. The plan in the Schedule is established for the insurance within Ontario of sour cherries. O. Reg. 102/74, s. 1.

#### Schedule

*Crop Insurance Act (Ontario)*

#### PLAN

1. This plan may be cited as "The Ontario Crop Insurance Plan for Sour Cherries".

2. The purpose of this plan is to provide for insurance against a loss in the production of sour cherries resulting from one or more of the perils designated in section 4.

#### INTERPRETATION

3. In this plan,

(a) "average yield" means the average total orchard production of the insured person over the preceding six years allowing for,

(i) age of trees,

(ii) tree removal, and

(iii) change in acreage;

(b) "sour cherries" means all varieties of sour cherries produced in Ontario.

#### DESIGNATION OF PERILS

4. The following are designated as perils for the purpose of this plan:

1. Drought.

2. Excessive moisture.

3. Freeze injury.

4. Frost.

5. Hail.

6. Rain split.

7. Unavoidable pollination failure.

8. Wildlife.

9. Wind damage.

#### DESIGNATION OF CROP YEAR

5. The crop year for sour cherries is the period from the 1st day of December in any year to the 30th-day of November next following.

#### CONTRACT OF INSURANCE

6. For the purpose of this plan, the entire contract of insurance for sour cherries shall be deemed to be comprised of,

(a) the contract of insurance in Form 1;

(b) the application for insurance in Form 2;

(c) the production guarantee report in Form 3; and

(d) an amendment to any document referred to in clause (a), (b) or (c) agreed upon in writing.

7. An application for insurance shall,

(a) be in Form 2;

(b) be accompanied by a premium deposit of at least,

(i) \$50, or

(ii) where the applicant has another fruit crop insured under the Act in respect of the same crop year, \$10; and

(c) be filed with the Commission not later than the 20th day of December in the crop year in respect of which it is made.

#### DURATION OF CONTRACT

8.—(1) A contract of insurance shall be in force for the crop year in respect of which it is made, and shall continue in force for each crop year thereafter until it is cancelled by the insured person or the Commission in the manner prescribed by subsection (2) or is terminated in accordance with the regulations.

(2) A contract of insurance may be cancelled by the insured person or the Commission by notice in writing to the other party on or before the 20th

day of December in the crop year during which the cancellation is to be effective or on or before such other date as may be determined from time to time by the Commission.

#### COVERAGE

9.—(1) Subject to subsections (2) and (3), the coverage provided under a contract of insurance is 63 per cent of the average yield as determined by the Commission multiplied by the established price.

(2) The coverage provided under subsection (1) shall be increased following each consecutive no claim year as follows:

1. Following the first no claim year, to 66 per cent.
2. Following the second no claim year, to 68 per cent.
3. Following the third no claim year, to a maximum of 70 per cent.

(3) The coverage provided under subsections (1) and (2) shall be decreased for claim years from the insured level in reverse progression to that prescribed by subsection (2) except that where a claim occurs in a year when the coverage is 63 per cent, the coverage shall be reduced to a minimum of 60 per cent.

(4) The number of pounds determined under subsections (1), (2) and (3) constitutes the total guaranteed production under a contract of insurance.

10.—(1) The established price for sour cherries is,

- (a) 18¢; or
- (b) 20¢,

per pound.

(2) Subject to subsections (3) and (4), the established price per pound selected by an applicant at the time a contract of insurance is made applies in each succeeding crop year during which the contract is in force.

(3) Where,

- (a) the insured person applies therefor in writing in the production guarantee report for the crop year; and
- (b) the Commission consents in writing,

any established price designated in subsection (1) may be substituted for the established price selected by the insured person at the time a contract of insurance is made or for any established price substituted in lieu thereof under this subsection.

(4) Notwithstanding anything in this section, the price selected by the insured person shall not exceed the average price received by him for all sour cherries marketed over the preceding four years.

11. The maximum indemnity for which the Commission is liable under a contract of insurance shall be the amount obtained by multiplying the total guaranteed production determined under section 9 by the established price per pound determined under section 10.

#### PREMIUMS

12.—(1) The total premium payable in the crop year is,

- (a) where the level of coverage is 60 per cent, 20 per cent;
- (b) where the level of coverage is 63 per cent, 18 per cent;
- (c) where the level of coverage is 66 per cent, 16 per cent;
- (d) where the level of coverage is 68 per cent, 14 per cent;
- (e) where the level of coverage is 70 per cent, 12 per cent,

of the guaranteed production in pounds multiplied by the established price.

(2) Notwithstanding subsection (1), the minimum premium payable by an insured person in each crop year is \$50.

(3) The premium prescribed by subsections (1) and (2) includes payments in respect of premiums made by the Government of Canada under the *Crop Insurance Act* (Canada).

13.—(1) Where a contract of insurance is in force, a premium shall be paid in respect of each crop year.

(2) Where a premium is payable in respect of a crop year, the insured person shall pay the premium, less the premium deposit, to the Commission at the time the production guarantee report prescribed by section 14 is returned to the Commission.

(3) Where a renewal premium is payable in respect of a crop year, the insured person shall, not later than the 20th day of December in the crop year, pay the premium deposit as set out in clause 7 (b).

PRODUCTION GUARANTEE REPORT

14. The Commission shall prepare and deliver a production guarantee report in Form 3 to each insured person in each crop year and the insured person shall sign a copy thereof and return it to the Commission.

O. Reg. 102/74, Sched.; O. Reg. 323/75, ss. 1, 2; O. Reg. 179/76, ss. 1-4; O. Reg. 105/77, ss. 1-4; O. Reg. 835/77, s. 1; O. Reg. 896/78, ss. 1-3; O. Reg. 4/80, s. 1.

Form 1

Crop Insurance Act (Ontario)

CONTRACT OF INSURANCE

BETWEEN:

THE CROP INSURANCE COMMISSION OF ONTARIO, hereinafter referred to as "THE COMMISSION",

OF THE FIRST PART;

— and —

.....

of the.....of.....

in the County (or as the case may be) of

....., hereinafter referred to as "THE INSURED PERSON",

OF THE SECOND PART;

WHEREAS the insured person has applied for crop insurance on sour cherries under The Ontario Crop Insurance Plan for Sour Cherries, hereinafter referred to as "the plan".

NOW THEREFORE, subject to the *Crop Insurance Act (Ontario)*, and the regulations made thereunder, where, in a crop year the insured person suffers a loss in the production of sour cherries resulting from one or more of the perils designated in the plan, the Commission, subject to the terms and conditions hereinafter set forth, agrees to indemnify the insured person in respect of such loss.

TERMS AND CONDITIONS

INSURED CROP

1. In this contract, "insured crop" means all varieties of sour cherries produced in Ontario.

CAUSES OF LOSS NOT INSURED AGAINST

2. This contract does not insure against and no indemnity shall be paid in respect of a loss resulting from,

- (a) the negligence, misconduct or poor farming practices of the insured person or his agents or employees;
- (b) a shortage of labour or machinery;
- (c) insect infestation or plant disease; or
- (d) a peril other than the perils designated in the plan.

EXTENT OF INSURANCE

3.—(1) The insured person shall offer for insurance all acreage planted to the insured crop on the farm or farms operated by him in Ontario, and, subject to subparagraph (2), this contract applies to all such acreage.

(2) This contract does not apply to, and no indemnity is payable in respect of, acreage planted to the insured crop,

- (a) that was not adequately prepared for cropping purposes; or
- (b) that, in the opinion of the Commission, is not insurable.

4.—(1) All insured acreage shall be harvested unless the Commission, upon application therefor in writing, consents in writing to the abandonment or destruction of the insured crop or any part thereof and, in such case, the Commission shall determine,

- (a) the potential production of the unharvested acreage; and
- (b) whether the harvesting was prevented by one or more of the perils insured against.

(2) Where an insured person fails to obtain the consent of the Commission in accordance with subparagraph (1), no indemnity shall be paid in respect of the unharvested acreage.

EVALUATION OF LOSS

5.—(1) Subject to subparagraphs (3) and (4), the amount of loss that shall be taken into account in the final adjustment of loss in respect of the total insured acreage shall be calculated by multiplying the difference between the guaranteed production and the actual production by the established price per pound.

(2) For the purpose of subparagraph (1), actual production shall include,

- (a) the total orchard run of all insured acreage; and
- (b) the potential production of wholly or partially unharvested acreage where the failure to harvest resulted from a cause of loss not insured against.

(3) Where the insured crop or any part thereof has suffered damage from an insured peril to such an extent that it is unsuitable for sale, it shall not be counted as production.

(4) Notwithstanding subparagraph (3), where damaged sour cherries are sold to a winery at less than the prevailing price for unblemished fruit, the actual production shall be deemed to be reduced in the ratio that the salvage value received for the crop bears to the market price for processing sour cherries as set by The Ontario Tender Fruit Growers' Marketing Board.

#### NOTICE OF LOSS OR DAMAGE

6.—(1) Where,

- (a) loss or damage to the insured crop results from one or more of the perils insured against; or
- (b) the insured crop or any part thereof is or is intended to be sold on a pick-your-own basis,

the insured person shall notify the Commission in writing prior to harvest in order that a pre-harvest inspection may be made.

(2) Notwithstanding subparagraph (1), where loss or damage to the insured crop results from one or more of the perils insured against and the damage was occasioned at a readily ascertainable time, the insured person shall notify the Commission in writing within the following time limits:

1. For hail or wind damage, within three days of the time of loss.
2. For frost damage or freeze injury affecting the quality of the fruit, within three days of the time of loss.

(3) Where the insured person fails to notify the Commission pursuant to subparagraphs (1) and (2), a claim by the insured person is invalid and his right to indemnity is forfeited.

#### MISREPRESENTATION, VIOLATION OF CONDITIONS OR FRAUD

7. Where the insured person,

(a) in his application for insurance,

(i) gives false particulars of the insured crop to the prejudice of the Commission, or

(ii) knowingly misrepresents or fails to disclose any fact required to be stated therein;

(b) contravenes a term or condition of the contract of insurance;

(c) commits a fraud in respect of the insured crop; or

(d) wilfully makes a false statement in respect of a claim under the contract of insurance,

a claim by the insured person is invalid and his right to recover indemnity is forfeited.

#### WAIVER OR ALTERATION

8. No term or condition of this contract shall be deemed to be waived or altered in whole or in part by the Commission unless the waiver or alteration is clearly expressed in writing signed by the Commission or a representative authorized for that purpose by the Commission.

#### INTEREST OF OTHER PERSONS

9. Notwithstanding that a person other than the insured person holds an interest of any kind in the insured crop, for the purposes of this contract,

(a) the interest of the insured person in the insured crop is deemed to be the full value of the crop; and

(b) except as provided in paragraph 10, no indemnity shall be paid to any person other than the insured person.

#### ASSIGNMENT OF RIGHT TO INDEMNITY

10. The insured person may assign all or part of his right to indemnity under this contract in respect of the insured crop but an assignment is not binding on the Commission and no payment of indemnity shall be made to an assignee unless,

(a) the assignment is made on a form provided by the Commission; and

(b) the Commission consents thereto in writing.

#### ADJUSTMENT OF LOSS

11.—(1) The indemnity payable for loss or damage to the insured crop shall be determined in the manner prescribed by this contract.

(2) The Commission may cause the production of the insured crop to be appraised by any method that it deems proper.

(3) No indemnity shall be paid for a loss in respect of the insured crop unless the insured person establishes,

- (a) the actual production obtained from the insured crop for the crop year; and
- (b) that the loss in production or part thereof resulted directly from one or more of the perils insured against.

(4) Where a loss in production resulted partly from a peril insured against and partly from a cause of loss not insured against, the Commission shall determine the amount of the loss that resulted from the cause of loss not insured against, and the contract shall be reduced accordingly.

PROOF OF LOSS

12.—(1) A claim for indemnity in respect of the insured crop shall be made on a proof of loss form provided by the Commission and shall be filed with the Commission not later than sixty days after,

- (a) the completion of harvesting of the insured crop; or
- (b) the end of the crop year,

whichever is the earlier.

(2) Subject to subparagraph (3), a claim for indemnity shall be made by the insured person.

(3) A claim for indemnity may be made,

- (a) in the case of the absence or inability of the insured person, by his agent; or
- (b) in the case of the absence or inability of the insured person or on his failure or refusal to do so, by an assignee under an assignment made in accordance with paragraph 10.

(4) Where required by the Commission, the information given in a proof of loss form shall be verified by statutory declaration.

ARBITRATION

13. Where the Commission and the insured person fail to resolve any dispute respecting the adjustment of a loss under this contract, the matter shall be determined by arbitration in accordance with the regulations.

TIME FOR PAYMENT OF INDEMNITY

14.—(1) No indemnity under this contract becomes due and payable until,

- (a) the end of the crop year; and
- (b) the premium has been paid in full.

(2) Where the indemnity payable by the Commission under this contract is established by the filing of a proof of loss form or by an award of an arbitrator or board of arbitration, it shall be paid within sixty days of the receipt by the Commission of the proof of loss form or award, as the case may be.

(3) Nothing in this paragraph prevents the Commission from paying indemnity under this contract at an earlier date.

SUBROGATION

15. Where the Commission has paid a claim under this contract, the Commission is subrogated to the extent thereof to all rights of recovery of the insured person against any person and may bring action in the name of the insured person to enforce those rights.

RIGHT OF ENTRY

16. The Commission has a right of entry to the premises of the insured person that may be exercised by agents of the Commission at any reasonable time or times for any purpose related to the contract of insurance.

NOTICE

17.—(1) Any written notice to the Commission shall be given by delivery thereof or by sending it by mail to the Commission.

(2) Written notice to the insured person shall be given by delivery thereof or by sending it by mail addressed to him at his last post office address on file with the Commission.

IN WITNESS WHEREOF The Crop Insurance Commission of Ontario has caused this contract of insurance to be signed by its general manager but the same shall not be binding upon the Commission until countersigned by a duly authorized representative thereof.

Countersigned and dated at....., this.....day of....., 19....

.....  
Duly Authorized                      General Manager  
Representative

Form 2

Crop Insurance Act (Ontario)

APPLICATION FOR CROP INSURANCE FOR.....

To: The Crop Insurance Commission of Ontario:

.....  
(name of person, corporation or partnership and if partnership, names of all partners)  
.....  
(address) (telephone no.)

applies for crop insurance under the *Crop Insurance Act (Ontario)*, and the regulations and in support of this application the following facts are stated:

1. Crop Insurance Contract number, if any, under the *Crop Insurance Act (Ontario)*: .....
2. This application is made for the insurance coverage on.....
3. This application is made for the crop year ending in 19.....
4. Description of the farm or farms operated by applicant:

Farm Number	Lot	Concession	Township	County	Total Acres in Farm	Total number of Trees or Vines

5. The price per unit applied for is:
6. Production records for the preceding six years are available:  
Yes ☐ No ☐
7. Sales records for the preceding year are available: Yes ☐ No ☐
8. A deposit of \$.....(minimum \$50) accompanies this application.

Dated at ....., this.....day of....., 19....

.....  
(signature of applicant(s) )

.....  
(title of official signing for a corporation)

Form 3

Crop Insurance Act (Ontario)

PRODUCTION GUARANTEE REPORT FOR.....

1. Insured person.....  
(name)  
  
.....  
(address) (county) (telephone no.)
2. Crop Insurance Contract No.....
3. Crop year covered by this report: 19.....
4. Total production during the past six years has been affected by,  
(a) Tree or vine removal ☐ Yes ☐ No;  
(b) Change in Acreage ☐ Yes ☐ No;  
(c) Age of trees or vines ☐ Yes ☐ No;  
(d) Biennial bearing ☐ Yes ☐ No.
5. Declaration of Previous Yields:

Year	Acreage	Number of Bearing Trees or Vines	Actual Yield	Cause of Loss

6. Average yield for insurance purposes is.....
7. Established price.....per.....
8. Determination of Guaranteed Production:

Average Yield for Insurance Purposes	Percentage Coverage	Guaranteed Production (pounds)

9. Determination of Premium:

Guaranteed Production	Value at Established Price	Premium Rate	Grower's Premium	Premium Deposit	Balance

Dated at....., this.....day of....., 19.....

.....  
(signature of insured person)

.....  
(signature of authorized representative)

O. Reg. 102/74, Form 3; O. Reg. 179/76, s. 7.

## REGULATION 222

under the Crop Insurance Act (Ontario)

### CROP INSURANCE PLAN FOR SOYBEANS

1. The plan in the Schedule is established for the insurance within Ontario of soybeans. R.R.O. 1970, Reg. 150, s. 1.

#### Schedule

*Crop Insurance Act (Ontario)*

#### PLAN

1. This plan may be cited as "The Ontario Crop Insurance Plan for Soybeans".

2. The purpose of this plan is to provide for insurance against a loss in the production of soybeans resulting from one or more of the perils designated in section 4.

#### INTERPRETATION

3. In this plan,

- (a) "average farm yield" means the average of previous yields of the seeded acreage computed on the basis of acreage production records of the insured person or on such other basis as the Commission approves;
- (b) "bushel" means 60 pounds of soybeans, the moisture content of which does not exceed 14 per cent;
- (c) "soybeans" means soybeans produced in Ontario.

#### DESIGNATION OF PERILS

4. The following are designated as perils for the purposes of this plan:

- 1. Drought.
- 2. Excessive moisture.
- 3. Excessive rainfall.
- 4. Flood.
- 5. Frost.
- 6. Hail.
- 7. Insect infestation.

8. Plant disease.

9. Wind.

#### DESIGNATION OF CROP YEAR

5. The crop year for soybeans is the period from the 1st day of March in any year to the 30th day of June in the calendar year next following.

#### CONTRACT OF INSURANCE

6. For the purposes of this plan, the entire contract of insurance for soybeans shall be deemed to be comprised of,

- (a) the contract of insurance in the form prescribed by Regulation 231 of Revised Regulations of Ontario, 1980;
- (b) an endorsement for soybeans in Form 2;
- (c) the application for insurance;
- (d) the final acreage report for each crop year; and
- (e) an amendment to any document referred to in clause (a), (b), (c) or (d) agreed upon in writing.

7. An application for insurance shall,

- (a) be in Form 1;
- (b) be accompanied by a premium deposit of,
  - (i) \$1 per acre, or
  - (ii) \$15,

whichever is the greater; and

- (c) be filed with the Commission not later than the 1st day of May in the crop year in respect of which it is made.

#### DURATION OF CONTRACT

8.—(1) A contract of insurance shall be in force for the crop year in respect of which it is made, and shall continue in force for each crop year thereafter until it is cancelled by the insured person or the Commission in the manner prescribed by subsection (2) or is terminated in accordance with the regulations.

(2) A contract of insurance may be cancelled by the insured person or the Commission by notice in writing to the other party on or before the 1st day of May in the crop year during which the cancellation is to be effective.

#### COVERAGE

9.—(1) Subject to subsections (2) and (3), the coverage provided under a contract of insurance shall be 70 per cent of the average farm yield in bushels of the total acreage seeded to soybeans by the insured person in accordance with the regulations.

(2) The coverage provided under subsection (1) shall be increased following each consecutive no claim year as follows:

1. Following the first no claim year to 73 per cent of the average farm yield.
2. Following the second no claim year to 76 per cent of the average farm yield.
3. Following the third no claim year to 78 per cent of the average farm yield.
4. Following the fourth no claim year to a maximum of 80 per cent of the average farm yield.

(3) The coverage provided under subsections (1) and (2) shall be decreased for claim years from the insured level in reverse progression to that prescribed by subsection (2), except that where a claim occurs in a year where the coverage is 70 per cent, the coverage shall be reduced to a minimum of 65 per cent.

(4) Where, in any year, a claim is paid in an amount less than half of the total premium for that year, the coverage for the following year shall remain unchanged.

(5) The number of bushels determined under subsections (1), (2) and (3) constitutes the total guaranteed production under a contract of insurance.

10. The maximum indemnity payable for a loss in production of soybeans in a crop year is the amount obtained by multiplying the total guaranteed production determined under section 9 by the established price per bushel determined under section 11.

11.—(1) The established price for soybeans is,

- (a) \$5; or
- (b) \$6.25,

per bushel.

(2) Where,

- (a) the insured person applies therefor in writing on or before the 1st day of May in a crop year; and

(b) the Commission consents in writing,

any established price designated herein may be substituted for the established price selected by the insured person at the time a contract of insurance is made, or any established price substituted in lieu thereof under this section.

(3) Where, upon any renewal, the insured person fails to select an established price under subsection (2), the Commission may designate the established price applicable to the contract for the crop year.

#### PREMIUMS

12.—(1) The total premium is,

- (a) \$7.60 per acre where the established price is \$5 per bushel; and
- (b) \$9.50 per acre where the established price is \$6.25 per bushel.

(2) Notwithstanding subsection (1), the minimum premium payable by an insured person is \$15.

(3) The premium prescribed by subsections (1) and (2) includes payments in respect of premiums made by the Government of Canada under the *Crop Insurance Act* (Canada).

13.—(1) Where a contract of insurance is in force, a premium shall be paid in respect of each crop year in which the insured person seeds acreage to soybeans.

(2) Where a premium is payable in respect of a crop year, the insured person shall pay the premium, less the premium deposit, if any, to the Commission at the time he files the final acreage report prescribed by section 14.

#### FINAL ACREAGE REPORTS

14.—(1) Every insured person shall file with the Commission in each crop year a final acreage report in Form 3 within ten days after the seeding of acreage to soybeans is completed.

(2) A final acreage report filed with the Commission shall not be amended without the consent in writing of the Commission.

15.—(1) The Commission may revise the final acreage report in any or all respects and adjust the premium accordingly and, in such case, shall notify the insured person in writing forthwith respecting such revision and adjustment.

(2) The insured person shall be deemed to have agreed with the revision of the final acreage report and adjustment of premium made by the Commission under subsection (1) unless, within ten days from the mailing or delivery of the notification by

the Commission, he notifies the Commission in writing that he rejects such revision and adjustment.

(3) Where the Commission receives notice from an insured person under subsection (2), it shall notify the insured person in writing that the contract of insurance does not apply for the crop year in respect of which the final acreage report was filed and shall refund any premium or premium deposit paid in respect of that crop year.

(4) A final acreage report revised under this section shall, failing notice under subsection (2), constitute the final acreage report for the crop year.

16.—(1) Where an insured person in any crop year fails to file a final acreage report in the form and manner prescribed by this Regulation, the Commission may,

- (a) prepare the final acreage report; or
- (b) declare the insured acreage to be nil.

(2) Where the Commission prepares a final acreage report under subsection (1), the Commission shall mail or deliver a copy of the report to the insured person.

(3) Every insured person shall pay the premium for the crop year in respect of which a final acreage report is prepared by the Commission within ten days from the mailing or delivery to him of a copy of the report.

FINAL SEEDING DATE

17. For the purposes of this plan the final date for seeding soybeans in a crop year is the 1st day of July or such other date as may be determined from time to time by the Commission.

R.R.O. 1970, Reg. 150, Sched.; O. Reg. 187/71, ss. 1, 2; O. Reg. 230/72, ss. 1-5; O. Reg. 373/74, ss. 1-4; O. Reg. 345/75, ss. 1-6; O. Reg. 219/76, ss. 1, 2; O. Reg. 107/77, s. 1; O. Reg. 184/78, ss. 1-3; O. Reg. 977/78, ss. 1, 2; O. Reg. 29/80, ss. 1-3; O. Reg. 284/80, s. 1.

TABLE

Indemnity Dollars Per Acre	GUARANTEED PRODUCTION (Crops listed in order of Priority)					
	1. Corn	2. Soybeans	3. White Beans	4. Spring Grain	5. Coloured Beans	6. ....
	(Bushels per acre)	(Bushels per acre)	(Pounds per acre)	(Pounds per acre)	(Pounds per acre)	
\$ 9.00	Up to 25			Up to 750		
9.45	26			751-780		
9.90	27			781-810		
10.35	28			811-840		
10.80	29			841-870		
11.25	30			871-900		
11.70	31			901-930		
12.15	32			931-960		
12.60	33			961-990		
13.05	34			991-1020		
13.50	35	Up to 10.0	Up to 500	1021-1050	Up to 500	
13.95	36	10.1-10.4	501-520	1051-1080	501-520	
14.40	37	10.5-10.8	521-540	1081-1110	521-540	

Indemnity Dollars Per Acre	GUARANTEED PRODUCTION (Crops listed in order of Priority)					
	1. Corn	2. Soybeans	3. White Beans	4. Spring Grain	5. Coloured Beans	6. .....
	(Bushels per acre)	(Bushels per acre)	(Pounds per acre)	(Pounds per acre)	(Pounds per acre)	
\$14.85	38	10.9-11.2	541-560	1111-1140	541-560	
15.30	39	11.3-11.6	561-580	1141-1170	561-580	
15.75	40	11.7-12.0	581-600	1171-1200	581-600	
16.20	41	12.1-12.4	601-620	1201-1230	601-620	
16.65	42	12.5-12.8	621-640	1231-1260	621-640	
17.10	43	12.9-13.2	641-660	1261-1290	641-660	
17.55	44	13.3-13.6	661-680	1291-1320	661-680	
18.00	45	13.7-14.0	681-700	1321-1350	681-700	
18.45	46	14.1-14.4	701-720	1351-1380	701-720	
18.90	47	14.5-14.8	721-740	1381-1410	721-740	
19.35	48	14.9-15.2	741-760	1411-1440	741-760	
19.80	49	15.3-15.6	761-780	1441-1470	761-780	
20.25	50	15.7-16.0	781-800	1471-1500	781-800	
20.70	51	16.1-16.4	801-820	1501-1530	801-820	
21.15	52	16.5-16.8	821-840	1531-1560	821-840	
21.60	53	16.9-17.2	841-860	1561-1590	841-860	
22.05	54	17.3-17.6	861-880	1591-1620	861-880	
22.50	55	17.7-18.0	881-900	1621-1650	881-900	
22.95	56	18.1-18.4	901-920	1651-1680	901-920	
23.40	57	18.5-18.8	921-940	1681-1710	921-940	
23.85	58	18.9-19.2	941-960	1711-1740	941-960	
24.30	59	19.3-19.6	961-980	1741-1770	961-980	
24.75	60	19.7-20.0	981-1000	1771-1800	981-1000	
25.20	61	20.1-20.4	1001-1020	1801-1830	1001-1020	
25.65	62	20.5-20.8	1021-1040	1831-1860	1021-1040	
26.10	63	20.9-21.2	1041-1060	1861-1890	1041-1060	
26.55	64	21.3-21.6	1061-1080	1891-1920	1061-1080	

Indemnity Dollars Per Acre	GUARANTEED PRODUCTION (Crops listed in order of Priority)					
	1. Corn	2. Soybeans	3. White Beans	4. Spring Grain	5. Coloured Beans	6. .....
	(Bushels per acre)	(Bushels per acre)	(Pounds per acre)	(Pounds per acre)	(Pounds per acre)	
\$ 27.00	65	21.7-22.0	1081-1100	1921-1950	1081-1100	
27.45	66	22.1-22.4	1101-1120	1951-1980	1101-1120	
27.90	67	22.5-22.8	1121-1140	1981-2010	1121-1140	
28.35	68	22.9-23.2	1141-1160	2011-2040	1141-1160	
28.80	69	23.3-23.6	1161-1180	2041-2070	1161-1180	
29.25	70	23.7-24.0	1181-1200	2071-2100	1181-1200	
29.70	71	24.1-24.4	1201-1220	2101-2130	1201-1220	
30.15	72	24.5-24.8	1221-1240	2131-2160	1221-1240	
30.60	73	24.9-25.2	1241-1260	2161-2190	1241-1260	
31.05	74	25.3-25.6	1261-1280	2191-2220	1261-1280	
31.50	75	25.7-26.0	1281-1300	2221-2250	1281-1300	
31.95	76	26.1-26.4	1301-1320	2251-2280	1301-1320	
32.40	77	26.5-26.8	1321-1340	2281-2310	1321-1340	
32.85	78	26.9-27.2	1341-1360	2311-2340	1341-1360	
33.30	79	27.3-27.6	1361-1380	2341-2370	1361-1380	
33.75	80	27.7-28.0	1381-1400	2371-2400	1381-1400	
34.20	81	28.1-28.4	1401-1420	2401-2430	1401-1420	
34.65	82	28.5-28.8	1421-1440	2431-2460	1421-1440	
35.10	83	28.9-29.2	1441-1460	2461-2490	1441-1460	
35.55	84	29.3-29.6	1461-1480	2491-2520	1461-1480	
36.00	85	29.7-30.0	1481-1500	2521-2550	1481-1500	
	or more	or more	or more	or more	or more	

O. Reg. 503/76, s. 1; O. Reg. 284/80, s. 2.

Form 1

Crop Insurance Act (Ontario)  
APPLICATION FOR CROP INSURANCE

To: The Crop Insurance Commission of Ontario:

Contract No.	Name of Insured	
Address		
City	Postal Code	Telephone No.

(The Applicant must be either an owner-operator or a tenant-operator. An operator is one who controls or directs the operation of the farm.)

HOME FARM

County	Township	Lot No.	Concession No.
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applies for crop insurance under the *Crop Insurance Act (Ontario)* and the regulations and in support of this application the following facts are stated:

Number of Acres:    Owned    ☐                      Rented    ☐                      Other    ☐

Years growing crop(s) applied for: .....

Fertilizer: .....

Drainage:            Systematic    ☐    Tiled in low runs    ☐    Naturally drained    ☐    Undrained            ☐

Planting—To be completed by:    Own equipment    ☐    Shared equipment    ☐    Custom operator    ☐

Weed Control—To be completed by: Own equipment    ☐    Shared equipment    ☐    Custom operator    ☐

Harvesting—To be completed by:    Own equipment    ☐    Shared equipment    ☐    Custom operator    ☐

Full-time farmer: Yes ☐    No ☐    If no, state other occupation .....

Name of Bank: ..... Branch: .....

Type of farming operation: .....

For new contracts and endorsements only	To be completed by agent	NOTE: a premium deposit of \$15 is required for each crop plan if pre-plant coverage is not applied for	
Crop(s)	Average Farm Yield	Price Option	No. Acres

If pre-plant coverage is selected, coverage per acre is \$

NOTE: A premium deposit must accompany this application. Complete section A or B.

A. Pre-plant: (All spring sown/planted acres must be included)

Deposit: \$1 × acres = \$

B. Premium Deposit: (All intended insured acres must be included)

Deposit: \$1 × acres = \$

I acknowledge receipt of above premium deposit.

(signature of agent)(date)(signature of applicant)

O. Reg. 284/80, s. 3.

Form 2

Crop Insurance Act (Ontario)

SOYBEAN ENDORSEMENT

WHEREAS the insured person has applied for crop insurance for soybeans under The Ontario Crop Insurance Plan for Soybeans, hereinafter referred to as "the plan", and has paid the deposit premium prescribed thereunder.

NOW THEREFORE, subject to the Crop Insurance Act (Ontario) and the regulations made thereunder, the contract of insurance between The Crop Insurance Commission of Ontario and the insured person is hereby extended to cover soybeans.

HARVESTING OF SEEDED ACREAGE

1.—(1) All acreage seeded to soybeans in a crop year shall be harvested unless the Commission, upon application therefor in writing, consents in writing to,

- (a) the use of the seeded acreage or any part thereof for another purpose; or
- (b) the abandonment or destruction of the insured crop or any part thereof.

(2) Where the harvesting of any seeded acreage is not completed and the failure to harvest was not caused by an insured peril, the contract of insurance shall cease to apply to such unharvested acreage and no indemnity shall be payable therefor.

EVALUATION OF LOSS

2.—(1) Where,

- (a) the insured so elects on his application for insurance and pays a premium deposit

of \$1 for each acre intended to be sown to a spring sown crop; and

- (b) the seeding or planting of three acres or more or a crop is prevented by one or more of the designated perils,

an indemnity shall be paid in respect of each acre unplanted, the amount of which shall correspond to the guaranteed production of the spring sown crop highest in priority on the list in the Table of those intended to be grown and insured by the insured person.

(2) Where the insured person seeds or plants a crop in respect of which crop production insurance was applied for, the premium deposit for the acreage so seeded or planted shall be applied against the regular premium.

(3) Where the insured person seeds or plants a crop which is not listed in the Table, the premium deposit in respect of such acreage shall be refunded.

(4) Where the insured person seeds or plants a crop which is listed in the Table and fails to insure the crop, the premium deposit in respect of acreage so planted shall be retained by the Commission as payment for the coverage provided.

(5) Where the insured person is unable to seed or plant acreage designated on the application as intended to be sown to a spring sown crop, the premium deposit in respect of such acreage shall be retained by the Commission as part payment for the coverage provided and the insured person shall pay the balance of premium in the amount of \$1 for each acre unseeded or unplanted.

(6) This paragraph does not apply to, and no indemnity is payable in respect of land,

- (a) that is orchard land, pasture, woodland, seeded to a perennial crop, fall sown or intended for summer fallow;
- (b) that is untilled and was not cropped in the previous year; or
- (c) that, in the opinion of the Commission, is not insurable.

3.—(1) Where loss or damage to three acres or more of the insured crop resulting from an insured peril occurs prior to the 1st day of July in the crop year, the Commission, upon application therefor in writing by the insured person, may consent in writing to the reseeded of the damaged acreage.

(2) Where the damaged acreage is reseeded in accordance with subparagraph (1), the Commission shall pay a supplementary benefit to the insured person calculated at the rate of \$15 for each reseeded acre.

(3) Where the damaged acreage is reseeded to soybeans, the contract of insurance shall continue to apply to such reseeded acreage.

4.—(1) Where loss or damage occurs prior to harvest, the Commission, upon application therefor in writing by the insured person, may consent in writing to the use of the damaged acreage for any other purpose or to the abandonment or destruction of the insured crop on such damaged acreage and, in such case, the Commission shall determine the number of damaged acres and the potential production thereof.

(2) Where damaged acreage is used for any other purpose or the insured crop thereon is abandoned or destroyed in accordance with subparagraph (1), the amount of loss that shall be taken into account in the final adjustment of loss in respect of the total seeded acreage shall be calculated by multiplying the difference between the guaranteed production for the damaged acreage and the potential production for the damaged acreage determined under subparagraph (1) by the established price per bushel.

(3) Where damaged acreage is not used for any other purpose or the crop thereon is not abandoned or destroyed after the Commission has consented thereto, the amount of loss calculated under subparagraph (2) shall not be taken into account in the final adjustment of loss.

(4) Where the actual production of the harvested acreage is less than the guaranteed production for such acreage, the amount of loss that shall be

taken into account in the final adjustment of loss in respect of the total seeded acreage shall be calculated by multiplying the difference between the guaranteed production and the actual production by the established price per bushel.

#### FINAL ADJUSTMENT OF LOSS FOR TOTAL INSURED ACREAGE

5. The indemnity payable with respect to the total insured acreage in the final adjustment of loss shall be the sum of all loss calculations made under paragraphs 2, 3 and 4 applicable to such acreage, but where,

- (a) the actual production of any harvested acreage; or
- (b) the potential production of any unharvested acreage,

exceeds the guaranteed production of such acreage, the indemnity otherwise payable in respect of loss calculations made under paragraph 4 shall be reduced by the amount obtained by multiplying such excess by the established price per bushel.

#### INCORRECT ACREAGE IN FINAL ACREAGE REPORT

6.—(1) Where the actual seeded acreage of soybeans in a crop year is less than the seeded acreage declared on the final acreage report, the guaranteed production and the amount of insurance shall be reduced proportionately.

(2) Where the actual seeded acreage of soybeans in a crop year exceeds the seeded acreage declared on the final acreage report, the production from the total seeded acreage shall be counted and there shall be no increase in the total guaranteed production or the maximum amount of indemnity payable.

IN WITNESS WHEREOF The Crop Insurance Commission of Ontario has caused this endorsement to be signed by its general manager but the same shall not be binding upon the Commission until countersigned by a duly authorized representative thereof.

Countersigned and dated at .....

this ..... day of ....., 19....

Duly Authorized  
Representative

General Manager

O. Reg. 345/75, s. 8; O. Reg. 107/77, s. 2; O. Reg. 184/78, s. 4.

## FINAL ACREAGE REPORT

\_\_\_\_\_

Pursuant to your renewal notice and application for insurance, your average farm yield and insurance coverage have been calculated as follows:

Crop	Average Farm Yield	% Coverage	Insurance Guarantee per Acre	Price Option	Total Acres Seeded		Premium per Acre	Gross Premium
						×	\$	\$
						×	\$	\$
						×	\$	\$
						×	\$	\$
Reseeded Acres								
From (Crop)		To (Crop)			No. of Acres Reseeded		Premium per acre (if any)	
						×	\$	\$

Pre-plant Coverage ..... acres is \$ ..... per acre

Unseeded acres  × \$2 = \$

Insurable acres seeded but not insured  × \$1 = \$

**TOTAL** \$

Subtract Pre-plant or Premium Deposit — \$

**Balance of Premium Payable** \$

This form together with your payment for the balance of premium (amount shown above) must be returned to your agent immediately upon completion of seeding spring crops.

I hereby assign my right to indemnity under this contract as follows:	
Crop(s)	
Assigned to:	

A formal acknowledgement of premium payment and insurance coverage will be mailed to you.

County (home farm)	Township (home farm)	Lot No.	Con. No.	Telephone No.

I acknowledge receipt of  
above premium balance:

The information set forth in  
this report is true and correct.

.....  
(signature of agent)                      (signature of insured person)                      (date)

## REGULATION 223

under the Crop Insurance Act (Ontario)

### CROP INSURANCE PLAN FOR SPRING GRAIN

1. The plan in the Schedule is established for the insurance within Ontario of spring grain. R.R.O. 1970, Reg. 151, s. 1.

#### Schedule

*Crop Insurance Act (Ontario)*

#### PLAN

1. This plan may be cited as "The Ontario Crop Insurance Plan for Spring Grain".

2. The purpose of this plan is to provide for insurance against a loss in the production of spring grain resulting from one or more of the perils designated in section 4.

#### INTERPRETATION

3. In this plan,

(a) "average farm yield" means the average of previous yields of the seeded acreage computed on the basis of acreage production records of the insured person or on such other basis as the Commission approves;

(b) "mixed grain" means any seed mixture that includes both oats and barley, the combined weight of which equals at least 75 per cent of the total, but the individual weights of either of which do not exceed 75 per cent of the total;

(c) "spring grain" means,

(i) oats,

(ii) barley, including winter barley,

(iii) spring wheat, and

(iv) mixed grain,

the moisture content of which is not greater than 14 per cent.

#### DESIGNATION OF PERILS

4. The following are designated as perils for the purposes of this plan:

1. Drought.

2. Excessive moisture.

3. Excessive rainfall.

4. Flood.

5. Frost.

6. Hail.

7. Insect infestation.

8. Plant disease.

9. Wind.

10. Winter kill.

#### DESIGNATION OF CROP YEAR

5.—(1) Subject to subsection (2), the crop year for spring grain is the period from the 1st day of March in any year to the last day of February next following.

(2) The crop year for winter barley is the period from the 1st day of September in any year to the 31st day of August next following.

#### CONTRACT OF INSURANCE

6. For the purposes of this plan, the entire contract of insurance for spring grain shall be deemed to be comprised of,

(a) the contract of insurance in the form prescribed by Regulation 231 of Revised Regulations of Ontario, 1980;

(b) an endorsement for spring grain in Form 2;

(c) the application for insurance;

(d) the final acreage report for each crop year; and

(e) an amendment to any document referred to in clause (a), (b), (c) or (d) agreed upon in writing.

7. An application for insurance shall,

(a) be in Form 1;

(b) be accompanied by a premium deposit of,

(i) \$1 per acre, or

(ii) \$15,

whichever is the greater; and

- (c) be filed with the Commission not later than,
- (i) the 1st day of May, or
  - (ii) for areas north of and including the territorial districts of Manitoulin and Parry Sound and the Provisional County of Haliburton, the 15th day of May, or
  - (iii) the 31st day of October in the case of winter barley,
- in the crop year in respect of which it is made.

#### DURATION OF CONTRACT

8.—(1) A contract of insurance shall be in force for the crop year in respect of which it is made, and shall continue in force for each crop year thereafter until it is cancelled by the insured person or the Commission in the manner prescribed by subsection (2) or is terminated in accordance with the regulations.

(2) A contract of insurance may be cancelled by the insured person or the Commission by notice in writing to the other party on or before the final date for application in the crop year during which the cancellation is to be effective.

#### COVERAGE

9.—(1) For the purpose of computing total guaranteed production, the number of bushels determined as the average farm yield shall be converted to pounds.

(2) The conversion into pounds mentioned in subsection (1) shall be made on the basis that,

- (a) a bushel of oats weighs 34 pounds;
- (b) a bushel of barley weighs 48 pounds;
- (c) a bushel of spring wheat weighs 60 pounds; and
- (d) a bushel of mixed grain weighs 40 pounds.

10.—(1) Subject to subsections (2) and (3), the coverage provided under a contract of insurance shall be 70 per cent of the average farm yield in pounds of the total acreage seeded to spring grain by the insured person in accordance with the regulations.

(2) The coverage provided under subsection (1) shall be increased following each consecutive no claim year as follows:

- 1. Following the first no claim year to 73 per cent of the average farm yield.
- 2. Following the second no claim year to 76 per cent of the average farm yield.

- 3. Following the third no claim year to 78 per cent of the average farm yield.
- 4. Following the fourth no claim year to a maximum of 80 per cent of the average farm yield.

(3) The coverage provided under subsections (1) and (2) shall be decreased for claim years from the insured level in reverse progression to that prescribed by subsection (2), except that where a claim occurs in a year when the coverage is 70 per cent, the coverage shall be reduced to a minimum of 65 per cent.

(4) Where, in any year, a claim is paid in an amount less than half of the total premium for that year, the coverage for the following year shall remain unchanged.

(5) The number of pounds determined under subsections (1), (2) and (3) constitutes the total guaranteed production under a contract of insurance.

11. The maximum indemnity payable for a loss in production of spring grain in a crop year is the amount obtained by multiplying the total guaranteed production determined under section 10 by the established price per pound determined under section 12.

12.—(1) Subject to subsection (4) the established price for spring grain is,

- (a) 3.2¢; or
- (b) 4.5¢,

per pound.

(2) Where,

- (a) the insured person applies therefor in writing on or before the 1st day of May in a crop year; and
- (b) the Commission consents in writing,

any established price designated herein may be substituted for the established price selected by the insured person at the time a contract of insurance is made, or any established price substituted in lieu thereof under this section.

(3) Where, upon any renewal, the insured person fails to select an established price pursuant to subsection (2), the Commission may designate the established price applicable to the contract for the crop year.

(4) For the purposes of this plan the established price for winter barley is 4.5 cents per pound but the established price is subject to amendment by the Commission with the approval of the Lieutenant Governor in Council and where so amended, the premium payable shall be adjusted accordingly.

## PREMIUMS

13.—(1) The total premium is,

(a) \$6.70 per acre where the established price is 3.2 cents per pound; and

(b) \$9.30 per acre where the established price is 4.5 cents per pound.

(2) Notwithstanding subsection (1), the minimum premium payable by an insured person in each crop year is \$15.

(3) The premium prescribed by subsections (1) and (2) includes payments in respect of premiums made by the Government of Canada under the *Crop Insurance Act* (Canada).

14.—(1) Where a contract of insurance is in force, a premium shall be paid in respect of each crop year in which the insured person seeds acreage to spring grain.

(2) Where a premium is payable in respect of a crop year, the insured person shall pay the premium, less the premium deposit, if any, to the Commission at the time he files the final acreage report prescribed by section 15.

(3) Where application is made for insurance coverage on winter barley, the insured person shall insure all spring sown acreage of spring grain under the same contract of insurance and shall file a final acreage report and pay the additional premium in respect thereof within ten days after the seeding is completed.

## FINAL ACREAGE REPORTS

15.—(1) Every insured person shall file with the Commission in each crop year a final acreage report in Form 3 within ten days after the seeding of acreage to spring grain is completed.

(2) A final acreage report filed with the Commission shall not be amended without the consent in writing of the Commission.

16.—(1) The Commission may revise the final acreage report in any or all respects and adjust the premium accordingly and, in such case, shall notify the insured person in writing forthwith respecting such revision and adjustment.

(2) The insured person shall be deemed to have agreed with the revision of the final acreage report

and adjustment of premium made by the Commission under subsection (1) unless within ten days after the mailing or delivery of the notification by the Commission, he notifies the Commission in writing that he rejects such revision and adjustment.

(3) Where the Commission receives notice from an insured person under subsection (2), it shall notify the insured person in writing that the contract of insurance does not apply for the crop year in respect of which the final acreage report was filed and shall refund any premium or premium deposit paid in respect of that crop year.

(4) A final acreage report revised under this section shall, failing notice under subsection (2), constitute the final acreage report for the crop year.

17.—(1) Where an insured person in any crop year fails to file a final acreage report in the form and manner prescribed by this Regulation, the Commission may,

(a) prepare the final acreage report; or

(b) declare the insured acreage to be nil.

(2) Where the Commission prepares a final acreage report under subsection (1), the Commission shall mail or deliver a copy of the report to the insured person.

(3) Every insured person shall pay the premium for the crop year in respect of which a final acreage report is prepared by the Commission within ten days after the mailing or delivery to him of a copy of the report.

## FINAL SEEDING DATE

18. For the purposes of this plan the final date for seeding in a crop year is,

(a) for spring sown crops, the 1st day of July; and

(b) for winter barley, the 20th day of October,

or such other date as may be determined from time to time by the Commission.

R.R.O. 1970, Reg. 151, Sched.; O. Reg. 184/71, s. 1 (1, 2); O. Reg. 233/72, ss. 1-9; O. Reg. 374/74, ss. 1-6; O. Reg. 348/75, ss. 1-8; O. Reg. 112/77, s. 1; O. Reg. 802/77, ss. 1-9; O. Reg. 185/78, ss. 1-3; O. Reg. 867/78, ss. 1, 2; O. Reg. 31/80, ss. 1-3; O. Reg. 288/80, s. 1.

TABLE

Indemnity Dollars Per Acre	GUARANTEED PRODUCTION (Crops listed in order of Priority)					
	1. Corn	2. Soybeans	3. White Beans	4. Spring Grain (Spring sown)	5. Coloured Beans	6. ....
	(Bushels per acre)	(Bushels per acre)	(Pounds per acre)	(Pounds per acre)	(Pounds per acre)	
\$ 9.00	Up to 25			Up to 750		
9.45	26			751-780		
9.90	27			781-810		
10.35	28			811-840		
10.80	29			841-870		
11.25	30			871-900		
11.70	31			901-930		
12.15	32			931-960		
12.60	33			961-990		
13.05	34			991-1020		
13.50	35	Up to 10.0	Up to 500	1021-1050	Up to 500	
13.95	36	10.1-10.4	501-520	1051-1080	501-520	
14.40	37	10.5-10.8	521-540	1081-1110	521-540	
14.85	38	10.9-11.2	541-560	1111-1140	541-560	
15.30	39	11.3-11.6	561-580	1141-1170	561-580	
15.75	40	11.7-12.0	581-600	1171-1200	581-600	
16.20	41	12.1-12.4	601-620	1201-1230	601-620	
16.65	42	12.5-12.8	621-640	1231-1260	621-640	
17.10	43	12.9-13.2	641-660	1261-1290	641-660	
17.55	44	13.3-13.6	661-680	1291-1320	661-680	
18.00	45	13.7-14.0	681-700	1321-1350	681-700	
18.45	46	14.1-14.4	701-720	1351-1380	701-720	
18.90	47	14.5-14.8	721-740	1381-1410	721-740	
19.35	48	14.9-15.2	741-760	1411-1440	741-760	
19.80	49	15.3-15.6	761-780	1441-1470	761-780	

Indemnity Dollars Per Acre	GUARANTEED PRODUCTION (Crops listed in order of Priority)					
	1. Corn	2. Soybeans	3. White Beans	4. Spring Grain (Spring sown)	5. Coloured Beans	6. ....
	(Bushels per acre)	(Bushels per acre)	(Pounds per acre)	(Pounds per acre)	(Pounds per acre)	
\$ 20.25	50	15.7-16.0	781-800	1471-1500	781-800	
20.70	51	16.1-16.4	801-820	1501-1530	801-820	
21.15	52	16.5-16.8	821-840	1531-1560	821-840	
21.60	53	16.9-17.2	841-860	1561-1590	841-860	
22.05	54	17.3-17.6	861-880	1591-1620	861-880	
22.50	55	17.7-18.0	881-900	1621-1650	881-900	
22.95	56	18.1-18.4	901-920	1651-1680	901-920	
23.40	57	18.5-18.8	921-940	1681-1710	921-940	
23.85	58	18.9-19.2	941-960	1711-1740	941-960	
24.30	59	19.3-19.6	961-980	1741-1770	961-980	
24.75	60	19.7-20.0	981-1000	1771-1800	981-1000	
25.20	61	20.1-20.4	1001-1020	1801-1830	1001-1020	
25.65	62	20.5-20.8	1021-1040	1831-1860	1021-1040	
26.10	63	20.9-21.2	1041-1060	1861-1890	1041-1060	
26.55	64	21.3-21.6	1061-1080	1891-1920	1061-1080	
27.00	65	21.7-22.0	1081-1100	1921-1950	1081-1100	
27.45	66	22.1-22.4	1101-1120	1951-1980	1101-1120	
27.90	67	22.5-22.8	1121-1140	1981-2010	1121-1140	
28.35	68	22.9-23.2	1141-1160	2011-2040	1141-1160	
28.80	69	23.3-23.6	1161-1180	2041-2070	1161-1180	
29.25	70	23.7-24.0	1181-1200	2071-2100	1181-1200	
29.70	71	24.1-24.4	1201-1220	2101-2130	1201-1220	
30.15	72	24.5-24.8	1221-1240	2131-2160	1221-1240	
30.60	73	24.9-25.2	1241-1260	2161-2190	1241-1260	
31.05	74	25.3-25.6	1261-1280	2191-2220	1261-1280	
31.50	75	25.7-26.0	1281-1300	2221-2250	1281-1300	
31.95	76	26.1-26.4	1301-1320	2251-2280	1301-1320	

Indemnity Dollars Per Acre	GUARANTEED PRODUCTION (Crops listed in order of Priority)					
	1. Corn	2. Soybeans	3. White Beans	4. Spring Grain (Spring sown)	5. Coloured Beans	6. ....
	(Bushels per acre)	(Bushels per acre)	(Pounds per acre)	(Pounds per acre)	(Pounds per acre)	
\$ 32.40	77	26.5-26.8	1321-1340	2281-2310	1321-1340	
32.85	78	26.9-27.2	1341-1360	2311-2340	1341-1360	
33.30	79	27.3-27.6	1361-1380	2341-2370	1361-1380	
33.75	80	27.7-28.0	1381-1400	2371-2400	1381-1400	
34.20	81	28.1-28.4	1401-1420	2401-2430	1401-1420	
34.65	82	28.5-28.8	1421-1440	2431-2460	1421-1440	
35.10	83	28.9-29.2	1441-1460	2461-2490	1441-1460	
35.55	84	29.3-29.6	1461-1480	2491-2520	1461-1480	
36.00	85	29.7-30.0	1481-1500	2521-2550	1481-1500	
	or more	or more	or more	or more	or more	

O. Reg. 505/76, s. 1; O. Reg. 802/77, s. 10; O. Reg. 288/80, s. 2.

Form 1

*Crop Insurance Act (Ontario)*

APPLICATION FOR CROP INSURANCE

To: The Crop Insurance Commission of Ontario:

.....

Contract No. .... Name of Insured .....

.....

Address .....

.....

City ..... Postal Code ..... Telephone No. ....

(The Applicant must be either an owner-operator or a tenant-operator. An operator is one who controls or directs the operation of the farm.)

HOME FARM

.....

County ..... Township ..... Lot No. .... Concession No. ....

applies for crop insurance under the *Crop Insurance Act (Ontario)* and the regulations and in support of this application the following facts are stated:

Number of Acres: Owned ☐ Rented ☐ Other ☐

Years growing crop(s) applied for: .....

Fertilizer: .....

Drainage:            Systematic ☐    Tiled in low runs ☐    Naturally drained ☐    Undrained ☐

Planting—To be completed by:    Own equipment ☐    Shared equipment ☐    Custom operator ☐

Weed Control—To be completed by: Own equipment ☐    Shared equipment ☐    Custom operator ☐

Harvesting—To be completed by:    Own equipment ☐    Shared equipment ☐    Custom operator ☐

Full-time farmer: Yes ☐    No ☐    If no, state other occupation .....

Name of Bank: ..... Branch: .....

Type of farming operation: .....

For new contracts and endorsements only	To be completed by agent	NOTE: a premium deposit of \$15 is required for each crop plan if pre-plant coverage is not applied for	
Crop(s)	Average Farm Yield	Price Option	No. Acres

If pre-plant coverage is selected, coverage per acre is \$

NOTE: A premium deposit must accompany this application. Complete section A or B.

A. Pre-plant: (All spring sown/planted acres must be included)

Deposit: \$1 × acres = \$

B. Premium Deposit: (All intended insured acres must be included)

Deposit: \$1 × acres = \$

I acknowledge receipt of above premium deposit.

.....  
(signature of agent)

.....  
(date)

.....  
(signature of applicant)

O. Reg. 288/80, s. 3.

## Form 2

*Crop Insurance Act (Ontario)*

## SPRING GRAIN ENDORSEMENT

WHEREAS the insured person has applied for crop insurance for spring grain under The Ontario Crop Insurance Plan for Spring Grain, hereinafter referred to as "the plan", and has paid the deposit premium prescribed thereunder;

NOW THEREFORE, subject to the *Crop Insurance Act (Ontario)* and the regulations made thereunder, the contract of insurance between The Crop Insurance Commission of Ontario and the insured person is hereby extended to cover spring grain.

## HARVESTING OF SEEDED ACREAGE

1.—(1) All acreage seeded to spring grain in a crop year shall be harvested unless the Commission, upon application therefor in writing, consents in writing to,

- (a) the use of the seeded acreage or any part thereof for another purpose; or
- (b) the abandonment or destruction of the insured crop or any part thereof.

(2) Where the harvesting of any seeded acreage is not completed and the failure to harvest was not caused by an insured peril, the contract of insurance shall cease to apply to such unharvested acreage and no indemnity shall be payable therefor.

## EVALUATION OF LOSS

2. For the purposes of determining the loss in production of spring grain in a crop year and the indemnity payable therefor, the actual production of all harvested acreage of oats, barley, spring wheat and mixed grain shall be combined, and in no case shall the production of oats, barley, spring wheat or mixed grain be taken into account separately.

3.—(1) Where,

- (a) the insured so elects on his application for insurance and pays a premium deposit of \$1 for each acre intended to be sown to a spring sown crop; and
- (b) the seeding or planting of three acres or more of a crop is prevented by one or more of the designated perils,

an indemnity shall be paid in respect of each acre unplanted, the amount of which shall correspond to the guaranteed production of the spring sown crop highest in priority on the list in the Table of those intended to be grown and insured by the insured person.

(2) Where the insured person seeds or plants a crop in respect of which crop production insurance was applied for, the premium deposit for the acreage so seeded or planted shall be applied against the regular premium.

(3) Where the insured person seeds or plants a crop which is not listed in the Table, the premium deposit in respect of such acreage shall be refunded.

(4) Where the insured person seeds or plants a crop which is listed in the Table, and fails to insure the crop, the premium deposit in respect of acreage so planted shall be retained by the Commission as payment for the coverage provided.

(5) Where the insured person is unable to seed or plant acreage designated on the application as intended to be sown to a spring sown crop, the premium deposit in respect of such acreage shall be retained by the Commission as part payment for the coverage provided and the insured person shall pay the balance of premium in the amount of \$1 for each acre unseeded or unplanted.

(6) This paragraph does not apply to, and no indemnity is payable in respect of land,

- (a) that is orchard land, pasture, woodland, seeded to a perennial crop, fall sown or intended for summer fallow;
- (b) that is untilled and was not cropped in the previous year; or
- (c) that, in the opinion of the Commission, is not insurable.

4.—(1) Where loss or damage to three acres or more of the insured crop resulting from an insured peril occurs in the crop year prior to,

- (a) the 1st day of July, in the case of a spring sown crop; or
- (b) the 15th day of June, in the case of winter barley,

the Commission, upon application therefor in writing by the insured person, may consent in writing to the reseeded of the damaged acreage.

(2) Where the damaged acreage is reseeded in accordance with subparagraph (1), the Commission shall pay a supplementary benefit to the insured person calculated at the rate of \$15 for each reseeded acre.

(3) Where the damaged acreage is reseeded to spring grain, the contract of insurance shall continue to apply to such reseeded acreage.

5.—(1) Where loss or damage occurs prior to harvest, the Commission, upon application therefor in writing by the insured person, may consent in

writing to the use of the damaged acreage for any other purpose or to the abandonment or destruction of the insured crop on such damaged acreage and, in such case, the Commission shall determine the number of damaged acres and the potential production thereof.

(2) Where damaged acreage is used for any other purpose or the insured crop thereon is abandoned or destroyed in accordance with subparagraph (1), the amount of loss that shall be taken into account in the final adjustment of loss in respect of the total seeded acreage shall be calculated by multiplying the difference between the guaranteed production for the damaged acreage and the potential production for the damaged acreage determined under subparagraph (1) by the established price per pound.

(3) Where damaged acreage is not used for any other purpose or the crop thereon is not abandoned or destroyed after the Commission has consented thereto, the amount of loss calculated under subparagraph (2) shall not be taken into account in the final adjustment of loss.

(4) Where the actual production of the harvested acreage is less than the guaranteed production for such acreage, the amount of loss that shall be taken into account in the final adjustment of loss in respect of the total seeded acreage shall be calculated by multiplying the difference between the guaranteed production and the actual production by the established price per pound.

FINAL ADJUSTMENT OF LOSS FOR  
TOTAL INSURED ACREAGE

6. The indemnity payable with respect to the total insured acreage in the final adjustment of loss shall be the sum of all loss calculations made under paragraphs 3, 4 and 5 applicable to such acreage, but where,

- (a) the actual production of any harvested acreage; or
- (b) the potential production of any unharvested acreage,

exceeds the guaranteed production of such acreage, the indemnity otherwise payable in respect of loss calculations made under paragraph 5 shall be reduced by the amount obtained by multiplying such excess by the established price per pound.

INCORRECT ACREAGE IN FINAL ACREAGE  
REPORT

7.—(1) Where the actual seeded acreage of spring grain in a crop year is less than the seeded acreage declared on the final acreage report, the guaranteed production and the amount of insurance shall be reduced proportionately.

(2) Where the actual seeded acreage of spring grain in a crop year exceeds the seeded acreage declared on the final acreage report, the production from the total seeded acreage shall be counted and there shall be no increase in the total guaranteed production or the maximum amount of indemnity payable.

IN WITNESS WHEREOF The Crop Insurance Commission of Ontario has caused this endorsement to be signed by its general manager but the same shall not be binding upon the Commission until countersigned by a duly authorized representative thereof.

Countersigned and dated at .....  
this ..... day of ....., 19....

.....  
Duly Authorized                      General Manager  
Representative

O. Reg. 348/75, s. 10; O. Reg. 505/76, s. 2; O. Reg. 112/77, s. 2; O. Reg. 802/77, s. 11; O. Reg. 867/78, s. 3.

Form 3

Crop Insurance Act (Ontario)

FINAL ACREAGE REPORT

CONTRACT NO.

Pursuant to your renewal notice and application for insurance, your average farm yield and insurance coverage have been calculated as follows:

PREMIUM CALCULATIONS

Crop	Average Farm Yield	% Coverage	Insurance Guarantee per Acre	Price Option	Total Acres Seeded		Premium per Acre	Gross Premium
						×	\$	\$
						×	\$	\$
						×	\$	\$
						×	\$	\$
Reseeded Acres					No. of Acres Reseeded		Premium per acre (if any)	
From (Crop)		To (Crop)						
						×	\$	\$

Pre-plant Coverage . . . . . acres is \$ . . . . . per acre

Unseeded acres  × \$2 =

Insurable acres seeded but not insured  × \$1 =

TOTAL

Subtract Pre-plant or Premium Deposit —

Balance of Premium Payable

This form together with your payment for the balance of premium (amount shown above) must be returned to your agent immediately upon completion of seeding spring crops.

I hereby assign my right to indemnity under this contract as follows:

Crop(s)	
Assigned to:	

A formal acknowledgement of premium payment and insurance coverage will be mailed to you.

County (home farm)	Township (home farm)	Lot No.	Con. No.	Telephone No.

I acknowledge receipt of  
above premium balance:

The information set forth in  
this report is true and correct.

..... (signature of agent)	..... (signature of insured person)	..... (date)
-------------------------------	--	-----------------



## REGULATION 224

under the Crop Insurance Act (Ontario)

### CROP INSURANCE PLAN FOR SWEET CHERRIES

1. The plan in the Schedule is established for the insurance within Ontario of sweet cherries. O. Reg. 103/74, s. 1.

#### Schedule

*Crop Insurance Act (Ontario)*

#### PLAN

1. This plan may be cited as "The Ontario Crop Insurance Plan for Sweet Cherries".

2. The purpose of this plan is to provide for insurance against a loss in the production of sweet cherries resulting from one or more of the perils designated in section 4.

#### INTERPRETATION

3. In this plan,

(a) "average yield" means the average total orchard production of the insured person allowing for,

(i) age of trees,

(ii) tree removal, and

(iii) change in acreage;

(b) "sweet cherries" means all varieties of sweet cherries produced in Ontario.

#### DESIGNATION OF PERILS

4. The following are designated as perils for the purpose of this plan:

1. Drought.

2. Excessive moisture.

3. Freeze injury.

4. Frost.

5. Hail.

6. Rain split.

7. Unavoidable pollination failure.

8. Wildlife.

9. Wind damage.

#### DESIGNATION OF CROP YEAR

5. The crop year for sweet cherries is the period from the 1st day of December in any year to the 30th day of November next following.

#### CONTRACT OF INSURANCE

6. For the purpose of this plan, the entire contract of insurance for sweet cherries shall be deemed to be comprised of,

(a) the contract of insurance in Form 1;

(b) the application for insurance in Form 2;

(c) the production guarantee report in Form 3; and

(d) an amendment to any document referred to in clause (a), (b) or (c) agreed upon in writing.

7. An application for insurance shall,

(a) be in Form 2;

(b) be accompanied by a premium deposit of at least,

(i) \$50, or

(ii) where the applicant has another fruit crop insured under the Act in respect of the same crop year, \$10; and

(c) be filed with the Commission not later than the 20th day of December in the crop year in respect of which it is made.

#### DURATION OF CONTRACT

8.—(1) A contract of insurance shall be in force for the crop year in respect of which it is made, and shall continue in force for each crop year thereafter until it is cancelled by the insured person or the Commission in the manner prescribed by subsection (2) or is terminated in accordance with the regulations.

(2) A contract of insurance may be cancelled by the insured person or the Commission by notice in writing to the other party on or before the 20th day of December in the crop year during which the cancellation is to be effective on or before such other date as may be determined from time to time by the Commission.

## COVERAGE

9.—(1) Subject to subsections (2) and (3), the coverage provided under a contract of insurance is 63 per cent of the average yield as determined by the Commission multiplied by the established price.

(2) The coverage provided under subsection (1) shall be increased following each consecutive no claim year as follows:

1. Following the first no claim year, to 66 per cent.
2. Following the second no claim year, to 68 per cent.
3. Following the third no claim year, to a maximum of 70 per cent.

(3) The coverage provided under subsections (1) and (2) shall be decreased for claim years from the insured level in reverse progression to that prescribed by subsection (2), except that where a claim occurs in a year when the coverage is 63 per cent, the coverage shall be reduced to a minimum of 60 per cent.

(4) The number of pounds determined under subsections (1), (2) and (3) constitutes the total guaranteed production under a contract of insurance.

10.—(1) The established price for sweet cherries shall be,

- (a) 15¢; or
- (b) 18¢,

per pound.

(2) Subject to subsections (3) and (4), the established price per pound selected by an applicant at the time a contract of insurance is made applies in each succeeding crop year during which the contract is in force.

(3) Where,

- (a) the insured person applies therefor in writing in the production guarantee report for the crop year; and
- (b) the Commission consents in writing,

any established price designated in subsection (1) may be substituted for the established price selected by the insured person at the time a contract of insurance is made or for any established price substituted in lieu thereof under this subsection.

(4) Notwithstanding anything in this section, the price selected by the insured person shall not exceed the average price received by him for all sweet cherries marketed over the preceding four years.

11. The maximum indemnity for which the Commission is liable under a contract of insurance shall be the amount obtained by multiplying the total guaranteed production determined under section 9 by the established price per pound determined under section 10.

## PREMIUMS

12.—(1) The total premium payable in the crop year shall be,

- (a) where the level of coverage is 60 per cent, 38 per cent;
- (b) where the level of coverage is 63 per cent, 34 per cent;
- (c) where the level of coverage is 66 per cent, 30 per cent;
- (d) where the level of coverage is 68 per cent, 26 per cent; and
- (e) where the level of coverage is 70 per cent, 22 per cent,

of the guaranteed production in pounds multiplied by the established price.

(2) Notwithstanding subsection (1), the minimum premium payable by an insured person in each crop year is \$50.

(3) The premium prescribed in subsections (1) and (2) includes payments in respect of premiums made by the Government of Canada under the *Crop Insurance Act* (Canada).

13.—(1) Where a contract of insurance is in force, a premium shall be paid in respect of each crop year.

(2) Where a premium is payable in respect of a crop year, the insured person shall pay the premium, less the premium deposit, to the Commission at the time the production guarantee report prescribed by section 14 is returned to the Commission.

(3) Where a renewal premium is payable in respect of a crop year, the insured person shall, not later than the 20th day of December in the crop year, pay the premium deposit as set out in clause 7 (b).

## PRODUCTION GUARANTEE REPORT

14. The Commission shall prepare and deliver a production guarantee report in Form 3 to each insured person in each crop year and the insured person shall sign a copy thereof and return it to the Commission.

O. Reg. 103/74, Sched.; O. Reg. 322/75, ss. 1-3; O. Reg. 178/76, ss. 1-3; O. Reg. 102/77, ss. 1-3; O. Reg. 834/77, s. 1; O. Reg. 899/78, ss. 1-3; O. Reg. 3/80, s. 1.

Form I

Crop Insurance Act (Ontario)

CONTRACT OF INSURANCE

BETWEEN:

THE CROP INSURANCE COMMISSION OF ONTARIO,  
hereinafter referred to as "THE COMMISSION",

OF THE FIRST PART;

— and —

.....

of the.....of.....

in the County (or as the case may be) of

....., hereinafter referred to  
as "THE INSURED PERSON",

OF THE SECOND PART;

WHEREAS the insured person has applied for crop insurance on sweet cherries under The Ontario Crop Insurance Plan for Sweet Cherries, hereinafter referred to as "the plan";

NOW THEREFORE, subject to the *Crop Insurance Act (Ontario)*, and the regulations made thereunder, where, in a crop year the insured person suffers a loss in the production of sweet cherries resulting from one or more of the perils designated in the plan, the Commission, subject to the terms and conditions hereinafter set forth, agrees to indemnify the insured person in respect of such loss.

TERMS AND CONDITIONS

INSURED CROP

1. In this contract, "insured crop" means all varieties of sweet cherries produced in Ontario.

CAUSES OF LOSS NOT INSURED AGAINST

2. This contract does not insure against and no indemnity shall be paid in respect of a loss resulting from,

- (a) the negligence, misconduct or poor farming practices of the insured person or his agents or employees;
- (b) a shortage of labour or machinery;
- (c) insect infestation or plant disease; or

(d) a peril other than the perils designated in the plan.

EXTENT OF INSURANCE

3.—(1) The insured person shall offer for insurance all acreage planted to the insured crop on the farm or farms operated by him in Ontario, and, subject to subparagraph (2), this contract applies to all such acreage.

(2) This contract does not apply to, and no indemnity is payable in respect of, acreage planted to the insured crop,

- (a) that was not adequately prepared for cropping purposes; or
- (b) that, in the opinion of the Commission, is not insurable.

4.—(1) All insured acreage shall be harvested unless the Commission, upon application therefor in writing, consents in writing to the abandonment or destruction of the insured crop or any part thereof and, in such case, the Commission shall determine,

- (a) the potential production of the unharvested acreage; and
- (b) whether the harvesting was prevented by one or more of the perils insured against.

(2) Where an insured person fails to obtain the consent of the Commission in accordance with subparagraph (1), no indemnity shall be paid in respect of the unharvested acreage.

EVALUATION OF LOSS

5.—(1) The amount of loss that shall be taken into account in the final adjustment of loss in respect of the total insured acreage shall be calculated by multiplying the difference between the guaranteed production and the actual production by the established price per pound.

(2) For the purpose of subparagraph (1), actual production shall include,

- (a) the total orchard run of all insured acreage; and
- (b) the potential production of wholly or partially unharvested acreage where the failure to harvest resulted from a cause of loss not insured against.

(3) Where the insured crop or any part thereof has suffered damage from an insured peril to such an extent that it is unsuitable for sale, it shall not be counted as production.

(4) Notwithstanding subparagraph (3), where damaged sweet cherries are sold to a winery or distillery at less than the prevailing price for unblemished fruit, the actual production shall be deemed to be reduced by 50 per cent.

#### NOTICE OF LOSS OR DAMAGE

6.—(1) Where,

- (a) loss or damage to the insured crop results from one or more of the perils insured against; or
- (b) the insured crop or any part thereof is or is intended to be sold on a pick-your-own basis,

the insured person shall notify the Commission in writing prior to harvest in order that a pre-harvest inspection may be made.

(2) Notwithstanding subparagraph (1), where loss or damage to the insured crop results from one or more of the perils insured against and the damage was occasioned at a readily ascertainable time, the insured person shall notify the Commission in writing within the following time limits:

- 1. For hail, wind or rain split, within three days of the time of loss.
- 2. For frost damage or freeze injury affecting the quality of the fruit, within three days of the time of loss.

(3) Where the insured person fails to notify the Commission pursuant to subparagraphs (1) and (2), a claim by the insured person is invalid and his right to indemnity is forfeited.

#### MISREPRESENTATION, VIOLATION OF CONDITIONS OR FRAUD

7. Where the insured person,

- (a) in his application for insurance,
  - (i) gives false particulars of the insured crop to the prejudice of the Commission, or
  - (ii) knowingly misrepresents or fails to disclose any fact required to be stated therein;
- (b) contravenes a term or condition of the contract of insurance;
- (c) commits a fraud in respect of the insured crop; or
- (d) wilfully makes a false statement in respect of a claim under the contract of insurance,

a claim by the insured person is invalid and his right to recover indemnity is forfeited.

#### WAIVER OR ALTERATION

8. No term or condition of this contract shall be deemed to be waived or altered in whole or in part by the Commission unless the waiver or alteration is clearly expressed in writing signed by the Commission or a representative authorized for that purpose by the Commission.

#### INTEREST OF OTHER PERSONS

9. Notwithstanding that a person other than the insured person holds an interest of any kind in the insured crop, for the purposes of this contract,

- (a) the interest of the insured person in the insured crop is deemed to be the full value of the crop; and
- (b) except as provided in paragraph 10, no indemnity shall be paid to any person other than the insured person.

#### ASSIGNMENT OF RIGHT TO INDEMNITY

10. The insured person may assign all or part of his right to indemnity under this contract in respect of the insured crop but an assignment is not binding on the Commission and no payment of indemnity shall be made to an assignee unless,

- (a) the assignment is made on a form provided by the Commission; and
- (b) the Commission consents thereto in writing.

#### ADJUSTMENT OF LOSS

11.—(1) The indemnity payable for loss or damage to the insured crop shall be determined in the manner prescribed by this contract.

(2) The Commission may cause the production of the insured crop to be appraised by any method that it deems proper.

(3) No indemnity shall be paid for a loss in respect of the insured crop unless the insured person establishes,

- (a) the actual production obtained from the insured crop for the crop year; and
- (b) that the loss in production or part thereof resulted directly from one or more of the perils insured against.

(4) Where a loss in production resulted partly from a peril insured against and partly from a cause of

loss not insured against, the Commission shall determine the amount of the loss that resulted from the cause of loss not insured against, and the indemnity payable by the Commission under the contract shall be reduced accordingly.

#### PROOF OF LOSS

12.—(1) A claim for indemnity in respect of the insured crop shall be made on a proof of loss form provided by the Commission and shall be filed with the Commission not later than sixty days after,

(a) the completion of harvesting of the insured crop; or

(b) the end of the crop year,

whichever is the earlier.

(2) Subject to subparagraph (3), a claim for indemnity shall be made by the insured person.

(3) A claim for indemnity may be made,

(a) in the case of the absence or inability of the insured person, by his agent; or

(b) in the case of the absence or inability of the insured person or on his failure or refusal to do so, by an assignee under an assignment made in accordance with paragraph 10.

(4) Where required by the Commission, the information given in a proof of loss form shall be verified by statutory declaration.

#### ARBITRATION

13. Where the Commission and the insured person fail to resolve any dispute respecting the adjustment of a loss under this contract, the matter shall be determined by arbitration in accordance with the regulations.

#### TIME FOR PAYMENT OF INDEMNITY

14.—(1) No indemnity under this contract becomes due and payable until,

(a) the end of the crop year; and

(b) the premium has been paid in full.

(2) Where the indemnity payable by the Commission under this contract is established by the filing of a proof of loss form or by an award of an arbitrator or board of arbitration, it shall be paid within sixty days after the receipt by the Commission of the proof of loss form or award, as the case may be.

(3) Nothing in this paragraph prevents the Commission from paying indemnity under this contract at an earlier date.

#### SUBROGATION

15. Where the Commission has paid a claim under this contract, the Commission is subrogated to the extent thereof to all rights of recovery of the insured person against any person and may bring action in the name of the insured person to enforce those rights.

#### RIGHT OF ENTRY

16. The Commission has a right of entry to the premises of the insured person that may be exercised by agents of the Commission at any reasonable time or times for any purpose related to the contract of insurance.

#### NOTICE

17.—(1) Any written notice to the Commission shall be given by delivery thereof or by sending it by mail to the Commission.

(2) Written notice to the insured person shall be given by delivery thereof or by sending it by mail addressed to him at his last post office address on file with the Commission.

IN WITNESS WHEREOF The Crop Insurance Commission of Ontario has caused this contract of insurance to be signed by its general manager but the same shall not be binding upon the Commission until countersigned by a duly authorized representative thereof.

Countersigned and dated at.....,

this.....day of....., 19....

.....  
Duly Authorized  
Representative

.....  
General Manager

O. Reg. 103/74, Form 1; O. Reg. 322/75, s. 4;  
O. Reg. 178/76, s. 4.

Form 2

Crop Insurance Act (Ontario)

APPLICATION FOR CROP INSURANCE FOR.....

To: The Crop Insurance Commission of Ontario:

.....  
(name of person, corporation or partnership and if partnership, names of all partners)

.....  
(address) (telephone no.)

applies for crop insurance under the *Crop Insurance Act (Ontario)*, and the regulations and in support of this application the following facts are stated:

1. Crop Insurance Contract number, if any, under the *Crop Insurance Act (Ontario)*: .....
2. This application is made for the insurance coverage on .....
3. This application is made for the crop year ending in 19.....
4. Description of the farm or farms operated by applicant:

Farm Number	Lot	Concession	Township	County	Total Acres in Farm	Total number of Trees or Vines

5. The price per unit applied for is:
6. Production records for the preceding six years are available:  
Yes ☐ No ☐
7. Sales records for the preceding year are available: Yes ☐ No ☐
8. A deposit of \$.....(minimum \$50) accompanies this application.

Dated at....., this.....day of....., 19....

.....  
(signature of applicant(s) )

.....  
(title of official signing for a corporation)

Form 3

Crop Insurance Act (Ontario)

PRODUCTION GUARANTEE REPORT FOR.....

1. Insured person.....  
(name)

.....  
(address) (county) (telephone no.)

2. Crop Insurance Contract No.....

3. Crop year covered by this report: 19.....

4. Total production during the past six years has been affected by,

- (a) Tree or vine removal ☐ Yes ☐ No;  
(b) Change in Acreage ☐ Yes ☐ No;  
(c) Age of trees or vines ☐ Yes ☐ No;  
(d) Biennial bearing ☐ Yes ☐ No.

5. Declaration of Previous Yields:

Year	Acreage	Number of Bearing Trees or Vines	Actual Yield	Cause of Loss

6. Average yield for insurance purposes is.....

7. Established price.....per.....

8. Determination of Guaranteed Production:

Average Yield for Insurance Purposes	Percentage Coverage	Guaranteed Production (pounds)

9. Determination of Premium:

Guaranteed Production	Value at Established Price	Premium Rate	Grower's Premium	Premium Deposit	Balance

Dated at....., this.....day of....., 19.....

.....  
(signature of insured person)

.....  
(signature of authorized representative)

O. Reg. 103/74, Form 3; O. Reg. 178/76, s. 5.

## REGULATION 225

under the Crop Insurance Act (Ontario)

### CROP INSURANCE PLAN FOR SWEET CORN

1. The plan in the Schedule is established for the insurance within Ontario of sweet corn. R.R.O. 1970, Reg. 152, s. 1.

#### Schedule

*Crop Insurance Act (Ontario)*

#### PLAN

1. This plan may be cited as "The Ontario Crop Insurance Plan for Sweet Corn".

2. The purpose of this plan is to provide for insurance against a loss in the production of sweet corn resulting from one or more of the perils designated in section 4.

#### INTERPRETATION

3. In this plan,

(a) "average farm yield" means the average of previous yields of the planted acreage computed by the Commission on the basis of acreage production records of the insured person or such other basis as the Commission determines;

(b) "processor" means a processor of sweet corn who is subject to the provisions of the *Farm Products Marketing Act* and the regulations made thereunder and any annual agreement for marketing of sweet corn for processing;

(c) "sweet corn" means sweet corn produced in Ontario,

(i) for processing under a contract between a grower and a processor, and

(ii) on acreage specified in such contract;

(d) "ton" means 2,000 pounds.

#### DESIGNATION OF PERILS

4. The following are designated as perils for the purpose of this plan:

1. Drought.
2. Excessive moisture.
3. Excessive rainfall.
4. Flood.
5. Frost.
6. Hail.
7. Insect infestation.
8. Plant disease.
9. Wild life.
10. Wind.
11. Any adverse weather condition.

#### DESIGNATION OF CROP YEAR

5. The crop year for sweet corn is the period from the 1st day of March in any year to the 15th day of October next following.

#### CONTRACT OF INSURANCE

6. For the purpose of this plan, the entire contract of insurance for sweet corn shall be deemed to be comprised of,

- (a) the contract of insurance in Form 1;
- (b) the application for insurance in Form 2;
- (c) an amendment to any document referred to in clause (a) or (b) agreed upon in writing.

7. An application for insurance shall,

- (a) be in Form 2; and
- (b) be filed with the Commission not later than,
  - (i) the 10th day of May in the crop year, or
  - (ii) the date on which the seeding of the insured crop is commenced,

or such other date as may be determined by the Commission.

DURATION OF CONTRACT

8. A contract of insurance shall be in force for the crop year in respect of which it is made unless it is terminated in accordance with the regulations.

COVERAGE

9.—(1) The coverage per acre provided in the crop year under a contract of insurance shall be 80 per cent of the average farm yield in tons.

(2) The average yield for each acre of the insured crop shall be computed annually by the Commission on the basis of production records.

(3) The number of tons per acre determined under subsections (1) and (2) multiplied by the number of insured acres constitutes the total guaranteed production under the contract of insurance.

10. The maximum amount for which the Commission is liable for a loss in production under a contract of insurance shall be the amount obtained by multiplying the total guaranteed production determined under section 9 by the established price per ton determined under section 11.

11. The established price for sweet corn shall be determined by the Commission in each crop year on the basis of the grower-processor marketing agreement.

PREMIUMS

12.—(1) Subject to subsection (2), the total premium payable in respect of acreage under contract to a processor is \$19 per acre.

(2) Where, as a result of export sales by the processor, the insured person receives less than the contract price for corn sold on the domestic market, the total premium shall be reduced in an amount to be determined by the Commission based on the ratio of the net price received to the net domestic market price.

(3) Notwithstanding any authorization by an insured person in his application for insurance, the payment of the premium is the responsibility of the insured person and such premium shall be paid in any event not later than ten days after written demand therefor by the Commission.

(4) The premium prescribed by subsections (1) and (2) includes payments in respect of premiums made by the Government of Canada under the *Crop Insurance Act* (Canada).

FINAL DATE FOR PLANTING

13. For the purposes of this plan, the final date for planting sweet corn in a crop year is the 1st day of July or such other date as may be determined from time to time by the Commission.

FINAL DATE FOR HARVESTING

14. For the purposes of this plan, the final date for harvesting sweet corn in a crop year is the 15th day of October or such other date as may be determined from time to time by the Commission. R.R.O. 1970, Reg. 152, Sched.; O. Reg. 170/71, ss. 1-4; O. Reg. 235/72, ss. 1, 2; O. Reg. 375/74, ss. 1, 2; O. Reg. 389/75, s. 1; O. Reg. 443/76, s. 1; O. Reg. 498/77, s. 1; O. Reg. 728/77, s. 1; O. Reg. 344/78, s. 1; O. Reg. 304/79, s. 1.

TABLE

Percentage By-passed of Total Acreage Contracted by Processor	Maximum Insurance Liability (percentage of average farm yield)
4.9% or less	80
5-8.9%	70
9-12.9%	60
13% or more	50

O. Reg. 443/76, s. 2.

Form 1

*Crop Insurance Act (Ontario)*

CONTRACT OF INSURANCE

BETWEEN:

The Crop Insurance Commission of Ontario, hereinafter referred to as "THE COMMISSION",

OF THE FIRST PART

— and —

.....  
of the.....of.....

in the County (or as the case may be) of....., hereinafter referred to as "THE INSURED PERSON",

OF THE SECOND PART

WHEREAS the insured person has applied for crop insurance on sweet corn under The Ontario Crop Insurance Plan for Sweet Corn, hereinafter referred to as "the plan";

NOW THEREFORE, subject to the *Crop Insurance Act (Ontario)*, and the regulations made thereunder, where in a crop year the insured person suffers a loss in the production of sweet corn resulting from one or more of the perils designated in the plan, the Commission, subject to the terms and

conditions hereinafter set forth, agrees to indemnify the insured person in respect of such loss.

#### TERMS AND CONDITIONS

##### CAUSES OF LOSS NOT INSURED AGAINST

1. This contract does not insure against, and no indemnity shall be paid in respect of a loss in the production of the insured crop resulting from,

- (a) the negligence, misconduct or poor farming practices of the insured person or his agents or employees;
- (b) a shortage of labour or machinery;
- (c) insect infestation, plant disease or bird damage unless recommended control programs were followed; or
- (d) a peril other than the perils designated in the plan.

##### EXTENT OF INSURANCE

2.—(1) The insured person shall offer for insurance all acreage planted in the crop year to sweet corn on the farm or farms operated by him in Ontario, whether grown under contract or not and, subject to subparagraph (2), this contract applies to all such acreage.

(2) This contract does not apply to, and no indemnity is payable in respect of, acreage planted to the insured crop,

- (a) that was not adequately prepared for cropping purposes;
- (b) that was planted after the final date prescribed for planting in the plan;
- (c) that, in the opinion of the Commission, is not insurable;
- (d) for which a contract between the insured person and the processor is not in effect; or
- (e) on which the insured crop is a volunteer crop.

##### VARIATION IN PLANTED ACREAGE

3.—(1) Where the acreage planted by the insured person in the crop year is not the same as that stated in the application for insurance, the insured person shall, not later than the 15th day of July or such other date as may be determined by the Commission, notify the Commission in writing of the actual acreage planted.

(2) Where the actual planted acreage of the insured crop is less than that stated in the application for insurance, the total guaranteed production

and the maximum amount of indemnity shall be reduced proportionately.

(3) Where the actual planted acreage of the insured crop is more than that stated in the application for insurance, unless the processor increases the contract acreage accordingly, the total guaranteed production, the maximum amount of indemnity and the premium payable shall not be increased but the production from the total planted acreage shall be included in establishing the production of the insured person.

##### HARVESTING OF PLANTED ACREAGE

4.—(1) All acreage planted to the insured crop in the crop year shall be harvested as sweet corn for processing unless the Commission, upon application therefor in writing, consents in writing to,

- (a) the use of the planted acreage or any part thereof for another purpose; or
- (b) the abandonment or destruction of the insured crop or any part thereof.

(2) The final date for the harvesting referred to in subparagraph (1) is the 15th day of October or such other date as may be determined from time to time by the Commission.

(3) Where the harvesting of any planted acreage is not completed on the date prescribed by subparagraph (2), the insured person shall forthwith notify the Commission in writing.

(4) Where an insured person fails to notify the Commission, in accordance with subparagraph (3), no indemnity shall be paid in respect of the unharvested acreage.

##### MISREPRESENTATION, VIOLATION OF CONDITIONS OR FRAUD

5. Where the insured person,

- (a) in his application for insurance,
  - (i) gives false particulars of the insured crop to the prejudice of the Commission, or
  - (ii) knowingly misrepresents or fails to disclose any fact required to be stated therein;
- (b) contravenes a term or condition of the contract of insurance;
- (c) commits a fraud in respect of the insured crop; or
- (d) wilfully makes a false statement in respect of a claim under the contract of insurance,

a claim by the insured person is invalid and his right to recover indemnity is forfeited.

#### WAIVER OR ALTERATION

6. No term or condition of this contract shall be deemed to be waived or altered in whole or in part by the Commission unless the waiver or alteration is clearly expressed in writing signed by the Commission or a representative authorized for that purpose by the Commission.

#### INTEREST OF OTHER PERSONS

7. Notwithstanding that a person other than the insured person holds an interest of any kind in the insured crop, for the purposes of this contract,

- (a) the interest of the insured person in the insured crop is deemed to be the full value of the total guaranteed production; and
- (b) except as provided in paragraph 18, no indemnity shall be paid to any person other than the insured person.

#### ASSIGNMENT OF RIGHT TO INDEMNITY

8. The insured person may assign all or part of his right to indemnity under this contract in respect of the insured crop but an assignment is not binding on the Commission and no payment of indemnity shall be made to an assignee unless,

- (a) the assignment is made on a form provided by the Commission; and
- (b) the Commission consents thereto in writing.

#### EVALUATION OF LOSS

9.—(1) Where the planting of three acres or more of sweet corn before the final planting date is prevented by one or more of the designated perils, an indemnity shall be paid in respect of each unplanted acre calculated on the basis of 20 per cent of the guaranteed production per acre multiplied by the established price per ton.

(2) Any acreage in respect of which an indemnity is paid under subparagraph (1) shall be released from the contract of insurance, the guaranteed production and indemnity payable shall be reduced accordingly and the production from any such acreage planted to sweet corn after the final planting date shall not be taken into account in calculating the average farm yield.

10.—(1) Where loss or damage to three acres or more of the insured crop occurs at any time following the planting of the insured crop or any part thereof, the Commission upon application therefor in writing by the insured person, may consent in writing to,

- (a) the replanting of the damaged acreage, provided that the replanting is completed not later than the 30th day of June;
- (b) the use of the damaged acreage for an alternate crop; or
- (c) the abandonment or destruction of the insured crop on such damaged acreage.

(2) Where the damaged acreage is replanted to sweet corn in accordance with clause (1) (a), the Commission shall pay to the insured person a supplementary benefit of \$15 for each acre replanted and the contract of insurance shall continue to apply to such replanted acreage.

(3) Where the damaged acreage is used for an alternate crop in accordance with clause (1) (b), the Commission shall pay to the insured person a supplementary benefit of \$15 for each acre replanted, the replanted acreage shall be released from the contract of insurance and the guaranteed production and indemnity payable shall be reduced accordingly.

11.—(1) Where harvesting has been completed the amount of loss that shall be taken into account in the final adjustment of loss in respect of the total planted acreage shall be calculated by multiplying the difference between the guaranteed production and the actual production by the established price per ton.

(2) For the purpose of subparagraph (1), actual production shall include,

- (a) production delivered to and accepted by a processor;
- (b) production delivered to and rejected by a processor unless the rejection resulted from a cause of loss designated in paragraph 2;
- (c) production harvested but not delivered to a processor;
- (d) potential production of wholly or partially unharvested acreage unless the failure to harvest resulted from a cause of loss designated in paragraph 2; and
- (e) where part of the insured acreage is by-passed due to an insured peril, that part of the production of the remaining acreage in excess of the total of the yield limit and three-quarters of a ton for each acre harvested.

(3) Notwithstanding subparagraph (1), the indemnity payable in respect of by-passed acreage shall be calculated on the basis of the by-passing record of the processor to whom the crop is contracted in accordance with the Table.

## NOTICE OF LOSS OR DAMAGE

12.—(1) Where loss or damage to the insured crop results from one or more of the perils insured against and the insured person intends to abandon or destroy the insured crop, or to replant or use the planted acreage for another purpose, the insured person shall notify the Commission in writing of such intention and shall take no further action without the consent in writing of the Commission.

(2) Where loss or damage to the insured crop results from one or more of the perils insured against and the damage was occasioned at a readily ascertainable time, the insured person shall notify the Commission in writing within twenty-four hours of such time.

(3) Where loss or damage to the insured crop results from one or more of the perils insured against and it appears, or ought reasonably to appear, to the insured person at any time after planting and before the completion of harvesting of the insured crop that the production of the insured crop may thereby be reduced, the insured person shall, as soon as the loss or damage is apparent, notify the Commission in writing forthwith.

(4) Notwithstanding any notice given by the insured person under this paragraph, where on completion of harvesting of the insured crop,

- (a) the actual production is less than the total guaranteed production; and
- (b) the loss resulted from one or more of the perils insured against,

the insured person shall notify the Commission in writing forthwith.

## NOTICE OF BY-PASSING

13. Where acreage is by-passed by the processor, the insured person shall notify the Commission in writing within twenty-four hours.

## ABANDONMENT, DESTRUCTION OR ALTERNATE USE

14.—(1) Acreage planted to the insured crop shall not be put to another use and the insured crop shall not be abandoned or destroyed until the Commission has appraised the potential production of the acreage.

(2) An appraisal made under subparagraph (1) shall not be taken into account in the final adjustment of loss where the insured person harvests the appraised acreage.

## ADJUSTMENT OF LOSS

15.—(1) The indemnity payable for loss or damage to the insured crop shall be determined in the manner prescribed by this contract.

(2) The Commission may cause the production of the insured crop to be appraised by any method that it considers proper.

(3) No indemnity shall be paid for a loss in respect of the insured crop unless the insured person establishes,

- (a) the actual production obtained from the insured crop for the crop year; and
- (b) that the loss in production or part thereof resulted directly from one or more of the perils insured against.

(4) Where a loss in production resulted partly from a peril insured against and partly from a cause of loss not insured against, the Commission shall determine the amount of the loss that resulted from the cause of loss not insured against, and the indemnity payable by the Commission under this contract shall be reduced accordingly.

(5) The indemnity payable with respect to the total planted acreage in the final adjustment of loss shall be the sum of all Stage 1 and Stage 2 loss calculations applicable to such acreage, but where the actual production of any harvested acreage exceeds the guaranteed production of such acreage, the indemnity otherwise payable shall be reduced by the amount obtained by multiplying such excess by the established price per ton.

## PROOF OF LOSS

16.—(1) A claim for indemnity in respect of the insured crop shall be made on a proof of loss form provided by the Commission and shall be filed with the Commission not later than sixty days after,

- (a) the completion of harvesting of the insured crop; or
- (b) the end of the crop year,

whichever is the earlier.

(2) Subject to subparagraph (3), a claim for indemnity shall be made by the insured person.

(3) A claim for indemnity may be made,

- (a) in the case of the absence or inability of the insured person, by his agent; or
- (b) in the case of the absence or inability of the insured person or on his failure or refusal to do so, by an assignee under an assignment made in accordance with paragraph 8.

(4) Where required by the Commission, the information given in a proof of loss form shall be verified by statutory declaration.

ARBITRATION

17. Where the Commission and the insured person fail to resolve any dispute respecting the adjustment of a loss under this contract, the matter shall be determined by arbitration in accordance with the regulations.

TIME FOR PAYMENT OF INDEMNITY

18.—(1) No indemnity under this contract becomes due and payable until,

- (a) the end of the crop year; and
- (b) the premium has been paid in full.

(2) Where the indemnity payable by the Commission under this contract is established by the filing of a proof of loss form or by an award of an arbitrator or board of arbitration, it shall be paid within sixty days of the receipt by the Commission of the proof of loss form or award, as the case may be.

(3) Nothing in this paragraph prevents the Commission from paying indemnity under this contract at an earlier date.

SUBROGATION

19. Where the Commission has paid a claim under this contract, the Commission is subrogated to the extent thereof to all rights of recovery of the insured person against any person and may bring action in the name of the insured person to enforce those rights.

RIGHT OF ENTRY

20. The Commission has a right of entry to the premises of the insured person that may be exercised by agents of the Commission at any reasonable time or times for any purpose related to the contract of insurance.

21.—(1) Any written notice to the Commission shall be given by delivery thereof or by sending it by mail to the Commission.

(2) Written notice to the insured person shall be given by delivery thereof or by sending it by mail addressed to him at his last post office address on file with the Commission.

IN WITNESS WHEREOF The Crop Insurance Commission of Ontario has caused this contract of insurance to be signed by its general manager but the same shall not be binding upon the Commission until countersigned by a duly authorized representative thereof.

Countersigned and dated at....., this  
.....day of....., 19....

.....	.....
Duly Authorized Representative	General Manager

R.R.O. 1970, Reg. 152, Form 1; O. Reg. 170/71, s. 6 (1-5); O. Reg. 235/72, s. 3; O. Reg. 221/73, s. 1 (1, 2); O. Reg. 375/74, s. 4; O. Reg. 389/75, s. 2; O. Reg. 304/79, s. 2; O. Reg. 392/80, s. 1.

Form 2

Crop Insurance Act (Ontario)

APPLICATION FOR CROP INSURANCE

To: The Crop Insurance Commission of Ontario:

.....  
(name of person, corporation or partnership, and if partnership, names of all partners)

..... (address) ..... (telephone no.)

applies for crop insurance on ..... (for processing) under the *Crop Insurance Act (Ontario)* and the regulations and in support of this application the following facts are stated:

- 1. The applicant is the owner-operator or tenant-operator of the farm or farms described in paragraph 4.
- 2. Crop Plan ..... 3. Crop Year .....
- 4. Description of farm or farms and acreage grown to insured crop:

No. of Acres or Tons to be Insured	Lot	Concession	Township	County, etc.	Owner or Tenant

5. The applicant agrees to insure all acreage eligible for insurance under the regulations.
6. Coverage applied for as calculated by the Commission is: .....
7. The applicant hereby authorizes the processor named below to deduct the required premium from moneys owing by the processor to the applicant for harvested production.

Yes ☐

No ☐

8. If the premium is not paid by the processor, the applicant hereby agrees to pay to the Commission the premium in full upon demand.
9. The applicant hereby agrees to immediately notify the Commission of any loss or damage to the insured crop.
10. A Grower's Contract for the ..... year is in effect with:

Name of Processor: .....

Plant Address: .....

11. In addition to acreage under contract to the processor named herein, the applicant intends to grow ..... acres of the designated crop.

Dated at ..... this ..... day of ..... 19 .....

.....  
(signature of applicant)

The processor named above hereby confirms the existence of a contract with the applicant and, where authorized, undertakes to deduct the premium pursuant to paragraph 7 above and to thereupon remit such premium forthwith to The Crop Insurance Commission of Ontario.

.....  
(signature of agent authorized by processor)

ASSIGNMENT OF INDEMNITY

Subject to any deduction in respect of premium, I hereby assign to the above-mentioned processor all moneys payable by the Commission as a result of loss, up to an amount equal to my total indebtedness to the processor which was incurred with my written approval for the growing of this crop, and authorize that all moneys payable by the Commission be paid jointly to the processor and myself.

.....  
(witness)

.....  
(signature of applicant)



## REGULATION 226

under the Crop Insurance Act (Ontario)

### CROP INSURANCE PLAN FOR TOMATOES

1. The plan in the Schedule is established for the insurance within Ontario of tomatoes. R.R.O. 1970, Reg. 153, s. 1.

#### Schedule

*Crop Insurance Act (Ontario)*

#### PLAN

1. This plan may be cited as "The Ontario Crop Insurance Plan for Tomatoes".

2. The purpose of this plan is to provide for insurance against a loss in the production of tomatoes resulting from one or more of the perils designated in section 4.

#### INTERPRETATION

3. In this plan,

(a) "area" means an area designated in column 1 of Table 1;

(b) "average farm yield" means the average of previous yields of the planted acreage computed by the Commission on the basis of acreage production records of the insured person or on such other basis as the Commission determines;

(c) "experience ratio" means the ratio determined by the Commission calculated by dividing the average production of the three lowest yielding years of the preceding six years by the average yield;

(d) "processor" means a processor of tomatoes who is subject to the provisions of the *Farm Products Marketing Act* and the regulations made thereunder for marketing of tomatoes for processing;

(e) "tomatoes" means tomatoes produced in Ontario,

(i) for processing under a contract between a grower and a processor, and

(ii) on acreage or for tonnage specified in such contract;

(f) "ton" means 2,000 pounds.

### DESIGNATION OF PERILS

4. The following are designated as perils for the purpose of this plan:

1. Abnormally cool weather.
2. Drought.
3. Excessive rainfall.
4. Flood.
5. Frost.
6. Hail.
7. Insect infestation.
8. Plant disease.
9. Sunscald.
10. Wind.

### DESIGNATION OF CROP YEAR

5. The crop year for tomatoes is the period from the 1st day of March in any year to the 20th day of October next following.

### CONTRACT OF INSURANCE

6. For the purpose of this plan, the entire contract of insurance for tomatoes shall be deemed to be comprised of,

(a) the contract of insurance in Form 1;

(b) the application for insurance in Form 2; and

(c) an amendment to any document referred to in clause (a) or (b) agreed upon in writing.

7. An application for insurance shall,

(a) be in Form 2; and

(b) be filed with the Commission not later than the 1st day of May in the crop year or not later than such other date as may be determined from time to time by the Commission.

### DURATION OF CONTRACT

8.—(1) A contract of insurance shall be in force for the crop year in respect of which it is made unless it is terminated in accordance with the regulations.

(2) Notwithstanding subsection (1), the contract does not insure against and no indemnity shall be paid in respect of any loss or damage which occurs prior to the insurance commencement date designated in column 2 of Table 1 in respect of the Area in which the insured acreage is situate.

#### COVERAGE

9.—(1) The coverage provided in each crop year under a contract of insurance shall be,

(a) 80 per cent of the average yield in tons for the planted acreage; or

(b) the contract tonnage,

of the insured person, whichever is the lesser.

(2) The number of tons determined under subsection (1) constitutes the total guaranteed production under a contract of insurance.

(3) Where in the opinion of the Commission, the insured person cannot provide adequate records for the preceding six years of production, the average yield and the experience ratio shall be determined by the Commission on such other basis as it may approve.

10. The established price for tomatoes is,

(a) \$40; or

(b) \$55,

per ton where the crop is harvested by hand, or

(c) \$45; or

(d) \$60,

per ton where the crop is harvested by machine.

#### PREMIUMS

11.—(1) The premium payable by an insured person in the crop year shall be calculated by the Commission on the basis of,

(a) the experience ratio of the insured person;

(b) the average yield; and

(c) the established price per ton determined under section 10.

(2) Notwithstanding any authorization by an insured person in his application for insurance, the payment of the premium due in respect of the contract of insurance is the liability of the insured person and such premium shall be paid in any event not later than ten days after written demand for payment thereof by the Commission.

(3) The premium prescribed by subsections (1) and (2) includes payments in respect of premiums made by the Government of Canada under the *Crop Insurance Act* (Canada).

(4) The premium prescribed by subsections (1) and (2) is subject to a surcharge of,

(a) \$6.50 per acre where the insured person is eligible for a lost plants benefit of a maximum of \$101.50 per acre; or

(b) \$9.80 per acre where the insured person is eligible for a lost plants benefit of a maximum of \$150 per acre.

#### FINAL DATE FOR PLANTING

12. For the purposes of this plan, the final date for planting tomatoes in a crop year is the 10th day of June or such other date as may be determined from time to time by the Commission.

#### FINAL DATE FOR HARVESTING

13. For the purposes of this plan, the final date for harvesting tomatoes in a crop year is the 20th day of October or such other date as may be determined from time to time by the Commission. R.R.O. 1970, Reg. 153, Sched.; O Reg. 172/71, s. 1; O. Reg. 228/72, s. 1; O. Reg. 224/73, ss. 1-8; O. Reg. 397/74, ss. 1, 2; O. Reg. 563/75, ss. 1-5; O. Reg. 632/79, ss. 1, 2; O. Reg. 393/80, ss. 1-4.

TABLE 1

COLUMN 1	COLUMN 2
Area	Insurance Commencement Date
Western Area consisting of the counties of Essex, Kent and Lambton.....	Noon Eastern Standard Time May 1st
Central Area consisting of that part of Ontario lying west of that part of the King's Highway known as No. 11, except the counties of Essex, Kent and Lambton.....	Noon Eastern Standard Time May 8th
Eastern Area consisting of that part of Ontario lying east of that part of the King's Highway known as No. 11....	Noon Eastern Standard Time May 15th

O. Reg. 224/73, s. 9.

TABLE 2

Experience Ratio	Premium Rate	3%	4%	5%	6%	7%	8%
Percentage Coverage							
84		80					
82			80				
80				80			
78					80		
76						80	
74 or less							80

O. Reg. 563/75, s. 6.

Form 1

*Crop Insurance Act (Ontario)*

CONTRACT OF INSURANCE

BETWEEN:

The Crop Insurance Commission of  
Ontario, hereinafter referred to as  
"THE COMMISSION",

OF THE FIRST PART;

—and—

.....

of the ..... of .....

in the County (or as the case may

be) of .....,  
hereinafter referred to as "THE  
INSURED PERSON",

OF THE SECOND PART,

WHEREAS the insured person has applied for  
crop insurance on tomatoes under The Ontario  
Crop Insurance Plan for Tomatoes, hereinafter  
referred to as "the plan";

NOW THEREFORE, subject to the *Crop Insurance  
Act (Ontario)* and the regulations made there-  
under, where in a crop year the insured person  
suffers a loss in the production of tomatoes resulting  
from one or more of the perils designated in the  
plan, the Commission, subject to the terms and  
conditions hereinafter set forth, agrees to in-  
demnify the insured person in respect of such loss.

TERMS AND CONDITIONS

CAUSES OF LOSS NOT INSURED AGAINST

1. This contract does not insure against, and no  
indemnity shall be paid in respect of a loss in  
production of the insured crop resulting from,

- (a) the negligence, misconduct or poor farming  
practices of the insured person or his  
agents or employees;
- (b) a shortage of labour or machinery;
- (c) insect infestation or plant disease unless  
recommended spray programs were used;  
or
- (d) a peril other than the perils designated in  
the plan.

EXTENT OF INSURANCE

2.—(1) The insured person shall offer for insurance  
all acreage planted in the crop year to tomatoes on the  
farm or farms operated by him in Ontario whether  
grown under contract or not and, subject to subpara-  
graph (2), this contract applies to all such acreage.

(2) This contract does not apply to, and no  
indemnity is payable in respect of, acreage planted  
to the insured crop,

- (a) that was not adequately prepared for  
cropping purposes;
- (b) that was planted after the final date  
prescribed for planting in the plan;
- (c) that, in the opinion of the Commission,  
is not insurable;
- (d) for which a contract between the insured  
person and a processor is not in effect; or
- (e) on which the insured crop is a volunteer  
crop.

INDEMNITY

3. The maximum indemnity payable for a loss in  
production of the insured crop for the crop year is the  
amount obtained by multiplying the total guaranteed  
production by the price per ton established in the plan,  
but in no case shall the total guaranteed production  
exceed the tonnage contracted for.

VARIATION IN PLANTED ACREAGE

4.—(1) Where the acreage planted by the insured  
person in the crop year is not the same as the  
acreage stated in the application, the insured person  
shall, not later than the 10th day of August,  
notify the Commission in writing of the actual  
acreage planted.

(2) Where the actual planted acreage of the insured  
crop is less than the acreage stated in the applica-  
tion, the total guaranteed production and the  
maximum amount of indemnity shall be reduced  
proportionately.

(3) Where the actual planted acreage of the in-  
sured crop is more than the acreage stated in the  
application, unless the processor increases the  
contract acreage or tonnage accordingly, the total  
guaranteed production, the maximum amount of  
indemnity and the premium payable shall not be  
increased but the production from the total planted  
acreage shall be included in establishing the pro-  
duction of the insured person.

HARVESTING OF PLANTED ACREAGE

5.—(1) All acreage planted to the insured crop  
in the crop year shall be harvested as tomatoes

for processing unless the Commission, upon application therefor in writing, consents in writing to,

- (a) the use of the planted acreage or any part thereof for another purpose; or
- (b) the abandonment or destruction of the insured crop or any part thereof.

(2) The final date for the harvesting referred to in subparagraph (1) is the 20th day of October or such other date as may be determined from time to time by the Commission.

(3) Where the harvesting of any planted acreage is not completed on the date prescribed by subparagraph (2), the insured person shall forthwith notify the Commission in writing.

(4) Where an insured person fails to notify the Commission in accordance with subparagraph (3), no indemnity shall be paid in respect of the unharvested acreage.

#### EVALUATION OF LOSS

6.—(1) Where the seeding or planting of one acre or more of tomatoes or an alternate crop before the final planting date is prevented by one or more of the designated perils, an indemnity may be paid in respect of each unseeded or unplanted acre calculated on the basis of 20 per cent of the guaranteed production per acre multiplied by the established price per ton.

(2) Where, after the final planting date, one or more acres is seeded to an alternate crop, an indemnity may be paid in respect of each acre so seeded calculated on the basis of 10 per cent of the guaranteed production per acre multiplied by the established price per ton.

(3) Any acreage in respect of which an indemnity is paid under subparagraph (1) or (2) shall be released from the contract of insurance and, in such case, the guaranteed production and indemnity payable shall be reduced accordingly.

7.—(1) Where the insured person is unable to plant by reason of one or more of the insured perils and, as a result, plants are lost in storage, the coverage provided and the maximum indemnity payable under the contract of insurance shall be increased by an additional \$101.50 per acre on the following terms and conditions:

1. A minimum of one acre of the contract acreage must remain unplanted after the final date for planting in the area.
2. Failure to plant must result directly from one or more of the perils of excessive moisture, flood or such other agricultural hazard as may be designated by the Commission from time to time.

3. The indemnity payable shall be the lesser of,

- (a) the actual cost of the plants lost;
- (b) the projected cost of plants for the unplanted acreage at the same plant population as the planted acreage; or
- (c) \$101.50 per acre.

(2) Where the insured person harvests mechanically and has paid the premium surcharge provided therefor, he may select a lost plants benefit of a maximum of \$150 per acre under subparagraph (1).

8. Where, by reason of one or more of the insured perils, plants are lost in storage but the contract acreage is subsequently planted with replacement stock, a lost plants benefit shall be payable upon the following terms and conditions:

1. An indemnity shall be payable only in respect of plants lost in excess of 10 per cent of the plants required for the total contract acreage.
2. The indemnity payable shall be the lesser of,
  - (a) one third of the total cost of the plants eligible for payment under item 1: or
  - (b) one third of the replant benefit payable under paragraph 9 in respect of the same number of plants.

9.—(1) Where loss or damage to one acre or more of the insured crop occurs at any time following the planting of the insured crop or any part thereof, the Commission, upon application in writing therefor by the insured person, may consent in writing to,

- (a) one replanting of the damaged acreage and, in such case, the replanting shall be completed not later than the 10th day of June in the crop year or such other date as may be determined from time to time by the Commission; or
- (b) the use of the damaged acreage for any other purpose or to the abandonment or destruction of the insured crop on such damaged acreage and, in such case, the Commission shall determine the number of damaged acres and the potential production thereof.

(2) Where the damaged acreage is replanted to the insured crop in accordance with clause (1) (a), the contract of insurance shall continue to apply to such replanted acreage and the Commission shall pay a lost plants benefit to the insured person in an amount equal to the actual cost of the plants that are used in the replanting but not exceeding the lesser of,

- (a) the cost of the original plants in respect of the replanted acreage; or
- (b) an amount calculated at the rate of \$101.50 for each replanted acre.

(3) The replanting referred to in this paragraph shall be carried out by machine, but where,

- (a) the area or areas replanted comprise one acre or more; or
- (b) 5,000 or more plants are replanted,

the replanting may be carried out by hand.

(4) Where the damaged acreage is replanted to an alternate crop under clause (1) (b), an indemnity shall be paid in respect of each acre so replanted calculated on the basis of 10 per cent of the guaranteed production per acre multiplied by the established price per ton and the replanted acreage shall be released from the contract of insurance and the guaranteed production and indemnity payable shall be reduced accordingly.

(5) Where the insured person harvests mechanically and has paid the premium surcharge provided therefor, he may select a lost plants benefit of a maximum of \$150 per acre under clause (2) (b).

10. Where the insured crop suffers damage from an insured peril and the insured person incurs unusual or increased harvesting costs as a result, the Commission may adjust the actual production of the insured crop accordingly.

11.—(1) Where the actual production of the insured acreage is less than the guaranteed production for such acreage, the amount of loss that shall be taken into account in the final adjustment of loss in respect of the total planted acreage shall be calculated by multiplying the difference between the guaranteed production and the actual production by the established price per ton.

(2) For the purpose of subparagraph (1), actual production shall include,

- (a) production delivered to and accepted by a processor;
- (b) production delivered to and rejected by a processor unless the rejection resulted from a cause of loss designated in the plan;
- (c) production harvested but not delivered to a processor; and
- (d) potential production of wholly or partially unharvested acreage unless the failure to harvest resulted from an insured peril.

12. The indemnity payable with respect to the total planted acreage shall be the sum of all loss

calculations applicable to such acreage, but where the actual production of any acreage, as determined under paragraph 11 exceeds the guaranteed production of such acreage, the indemnity otherwise payable for a loss in production shall be reduced by the amount obtained by multiplying such excess by the established price per ton.

#### MISREPRESENTATION, VIOLATION OF CONDITIONS OR FRAUD

13. Where the insured person,

- (a) in his application for insurance,
  - (i) gives false particulars of the insured crop to the prejudice of the Commission, or
  - (ii) knowingly misrepresents or fails to disclose any fact required to be stated therein;
- (b) contravenes a term or condition of the contract of insurance;
- (c) commits a fraud in respect of the insured crop; or
- (d) wilfully makes a false statement in respect of a claim under the contract of insurance,

a claim by the insured person is invalid and his right to recover indemnity is forfeited.

#### WAIVER OR ALTERATION

14. No term or condition of this contract shall be deemed to be waived or altered in whole or in part by the Commission unless the waiver or alteration is clearly expressed in writing signed by the Commission or a representative authorized for that purpose by the Commission.

#### INTEREST OF OTHER PERSONS

15. Notwithstanding that a person other than the insured person holds an interest of any kind in the insured crop, for the purposes of this contract,

- (a) the interest of the insured person in the insured crop is deemed to be the full value of the total guaranteed production; and
- (b) except as provided in paragraph 16, no indemnity shall be paid to any person other than the insured person.

#### ASSIGNMENT OF RIGHT TO INDEMNITY

16. The insured person may assign all or part of his right to indemnity under this contract in respect of the insured crop but an assignment is not binding on the Commission and no payment of indemnity shall be made to an assignee unless,

- (a) the assignment is made on a form provided by the Commission; and
- (b) the Commission consents thereto in writing.

## NOTICE OF LOSS OR DAMAGE

17.—(1) Where loss or damage to the insured crop results from one or more of the perils insured against and the insured person intends to abandon or destroy the insured crop, or to replant or use the planted acreage for another purpose, the insured person shall notify the Commission in writing of such intention and shall take no further action without the consent in writing of the Commission.

(2) Where loss or damage to the insured crop results from one or more of the perils insured against and the damage was occasioned at a readily ascertainable time, the insured person shall notify the Commission in writing within five days of such time.

(3) Where loss or damage to the insured crop results from one or more of the perils insured against and it appears, or ought reasonably to appear, to the insured person at any time after planting and before the completion of harvesting of the insured crop that the production of the insured crop may thereby be reduced, the insured person shall, as soon as the loss or damage is apparent, notify the Commission in writing forthwith.

(4) Notwithstanding any notice given by the insured person under this paragraph, where on completion of harvesting of the insured crop,

- (a) the actual production is less than the total guaranteed production; and
- (b) the loss in production resulted from one or more of the perils insured against,

the insured person shall notify the Commission in writing within five days of completion of harvesting.

## ABANDONMENT, DESTRUCTION OR ALTERNATE USE

18.—(1) Acreage planted to the insured crop shall not be put to another use and the insured crop shall not be abandoned or destroyed until the Commission has appraised the potential production of the acreage.

(2) An appraisal made under subparagraph (1) shall not be taken into account in the final adjustment of loss where the insured person harvests the appraised acreage.

## ADJUSTMENT OF LOSS

19.—(1) The indemnity payable for loss or damage to the insured crop shall be determined in the manner prescribed by this contract.

(2) The Commission may cause the production of the insured crop to be appraised by any method that it considers proper.

(3) No indemnity shall be paid for a loss in respect of the insured crop unless the insured person establishes,

- (a) the actual production obtained from the insured crop for the crop year; and
- (b) that the loss in production or part thereof resulted directly from one or more of the perils insured against.

(4) Where a loss in production resulted partly from a peril insured against and partly from a cause of loss not insured against, the Commission shall determine the amount of the loss that resulted from the cause of loss not insured against, and the indemnity payable by the Commission under this contract shall be reduced accordingly.

## PROOF OF LOSS

20.—(1) A claim for indemnity in respect of the insured crop shall be made on a proof of loss form provided by the Commission and shall be filed with the Commission not later than sixty days after,

- (a) the completion of harvesting of the insured crop; or
- (b) the end of the crop year,

whichever is the earlier.

(2) Subject to subparagraph (3), a claim for indemnity shall be made by the insured person.

(3) A claim for indemnity may be made,

- (a) in the case of the absence or inability of the insured person, by his agent; or
- (b) in the case of the absence or inability of the insured person or on his failure or refusal to do so, by an assignee under an assignment made in accordance with paragraph 16.

(4) Where required by the Commission, the information given in a proof of loss form shall be verified by statutory declaration.

## ARBITRATION

21. Where the Commission and the insured person fail to resolve any dispute respecting the adjustment of a loss under this contract, the matter shall be determined by arbitration in accordance with the regulations.

TIME FOR PAYMENT OF INDEMNITY

22.—(1) No indemnity under this contract becomes due and payable until,

- (a) the end of the crop year; and
- (b) the premium has been paid in full.

(2) Where the indemnity payable by the Commission under this contract is established by the filing of a proof of loss form or by an award of an arbitrator or board of arbitration, it shall be paid within sixty days of the receipt by the Commission of the proof of loss form or award, as the case may be.

(3) Nothing in this paragraph prevents the Commission from paying indemnity under this contract at an earlier date.

SUBROGATION

23. Where the Commission has paid a claim under this contract, the Commission is subrogated to the extent thereof to all rights of recovery of the insured person against any person and may bring action in the name of the insured person to enforce those rights.

RIGHT OF ENTRY

24. The Commission has a right of entry to the premises of the insured person that may be exercised by agents of the Commission at any

reasonable time or times for any purpose related to the contract of insurance.

NOTICE

25.—(1) Any written notice to the Commission shall be given by delivery thereof or by sending it by mail to the Commission.

(2) Written notice to the insured person shall be given by delivery thereof or by sending it by mail addressed to him at his last post office address on file with the Commission.

IN WITNESS WHEREOF The Crop Insurance Commission of Ontario has caused this contract of insurance to be signed by its general manager but the same shall not be binding upon the Commission until countersigned by a duly authorized representative thereof.

Countersigned and dated at . . . . ., this . . . . .

day of . . . . ., 19 . . . . .

Duly Authorized  
Representative

General Manager

R.R.O. 1970, Reg. 153, Form 1; O. Reg. 172/71, s. 3 (1, 2); O. Reg. 228/72, s. 3; O. Reg. 224/73, s. 11 (1-6); O. Reg. 397/74, s. 4; O. Reg. 563/75, s. 7; O. Reg. 444/76, s. 1; O. Reg. 305/79, s. 1; O. Reg. 393/80, s. 5; O. Reg. 942/80, s. 1.

Form 2

Crop Insurance Act (Ontario)

APPLICATION FOR CROP INSURANCE

To: The Crop Insurance Commission of Ontario:

(name of person, corporation or partnership, and if partnership, names of all partners)

(address)

(telephone no.)

applies for crop insurance on . . . . . (for processing) under the *Crop Insurance Act (Ontario)* and the regulations and in support of this application the following facts are stated:

1. The applicant is the owner-operator or tenant-operator of the farm or farms described in paragraph 4.
2. Crop Plan . . . . .
3. Crop Year . . . . .
4. Description of farm or farms and acreage grown to insured crop:

No. of Acres or Tons to be Insured	Lot	Concession	Township	County, etc.	Owner or Tenant

5. The applicant agrees to insure all acreage eligible for insurance under the regulations.
6. Coverage applied for as calculated by the Commission is: .....
7. The applicant hereby authorizes the processor named below to deduct the required premium from moneys owing by the processor to the applicant for harvested production.

Yes ☐No ☐
8. If the premium is not paid by the processor, the applicant hereby agrees to pay to the Commission the premium in full upon demand.
9. The applicant hereby agrees to immediately notify the Commission of any loss or damage to the insured crop.
10. A Grower's Contract for the ..... year is in effect with:

Name of Processor: .....

Plant Address: .....

11. In addition to acreage under contract to the processor named herein, the applicant intends to grow ..... acres of the designated crop.

Dated at ..... this ..... day of ....., 19.....

.....  
(signature of applicant)

The processor named above hereby confirms the existence of a contract with the applicant and, where authorized, undertakes to deduct the premium under paragraph 7 above and to thereupon remit such premium forthwith to The Crop Insurance Commission of Ontario.

.....  
(signature of agent authorized by processor)

ASSIGNMENT OF INDEMNITY

Subject to any deduction in respect of premium, I hereby assign to the above-mentioned processor all moneys payable by the Commission as a result of loss, up to an amount equal to my total indebtedness to the processor which was incurred with my written approval for the growing of this crop, and authorize that all moneys payable by the Commission be paid jointly to the processor and myself.

.....  
(witness)

.....  
(signature of applicant)



## REGULATION 227

under the Crop Insurance Act (Ontario)

### CROP INSURANCE PLAN FOR VINE CROPS

1. The plan in the Schedule is established for the insurance within Ontario of vine crops. O. Reg. 349/78, s. 1.

#### Schedule

#### *Crop Insurance Act (Ontario)*

#### PLAN

1. This plan may be cited as "The Ontario Crop Insurance Plan for Vine Crops".

2. The purpose of this plan is to provide for insurance against a loss resulting from one or more of the perils designated in section 4.

#### INTERPRETATION

3. In this plan,

(a) "average farm yield" means the average of previous yields of the seeded acreage computed on the basis of acreage production records of the insured person or on such other basis as the Commission approves;

(b) "processor" means a processor of cucumbers, pumpkins or squash who is subject to the provisions of the *Farm Products Marketing Act* and the regulations made thereunder and any annual agreement for the marketing of cucumbers, pumpkins or squash for processing;

(c) "ton" means 2,000 pounds;

(d) "vine crop" means cucumbers, pumpkins or squash produced in Ontario,

(i) for processing under a contract between a grower and a processor, and

(ii) on acreage or for tonnage specified in such contract.

#### DESIGNATION OF PERILS

4. The following are designated as perils for the purposes of this plan:

1. Abnormally cool weather.
2. Drought.

3. Excessive moisture.

4. Excessive rainfall.

5. Flood.

6. Freeze.

7. Frost.

8. Hail.

9. Insect infestation.

10. Plant disease.

11. Wind.

#### DESIGNATION OF CROP YEAR

5. The crop year for vine crops is the period from the 1st day of March in any year to the 1st day of November next following.

#### CONTRACT OF INSURANCE

6. For the purposes of this plan, the entire contract of insurance for vine crops shall be deemed to be comprised of,

(a) the contract of insurance in Form 1;

(b) the application for insurance in Form 2; and

(c) an amendment to any document referred to in clause (a) or (b) agreed upon in writing.

7. An application for insurance shall,

(a) be in Form 2;

(b) be filed with the Commission not later than,

(i) the 15th day of May in the crop year, or

(ii) the date on which the seeding of the insured crop is commenced,

whichever is the earlier, or such other date as may be determined by the Commission; and

(c) include all vine crops grown under contract by the insured person.

DURATION OF CONTRACT

8. A contract of insurance shall be in force for the crop year in respect of which it is made unless it is terminated in whole or in part in accordance with the regulations.

COVERAGE

9.—(1) Subject to subsections (2) and (3), the total coverage provided under a contract of insurance is 70 per cent of the value of production of the insured person as determined by the Commission for each of the insured crops multiplied by the number of acres grown.

(2) The coverage provided under subsection (1) shall be increased following each consecutive no claim year as follows:

- 1. Following the first no claim year to 73 per cent.
- 2. Following the second no claim year to 76 per cent.
- 3. Following the third no claim year to 78 per cent.
- 4. Following the fourth no claim year to a maximum of 80 per cent.

(3) The coverage provided under subsections (1) and (2) shall be decreased for claim years from the insured level in reverse progression to that prescribed by subsection (2) to a minimum of 70 per cent.

(4) Where, in any year, a claim is paid in an amount less than one-half of the total premium for that year, the coverage for the following year shall remain unchanged.

10. The value of production for each acre of the insured crop shall be computed annually by the Commission on the basis of production records or such other basis as the Commission approves and shall be deemed to be,

- (a) for cucumbers, 30 per cent of the total gross income for each acre of the insured crop; and
- (b) for pumpkins and squash, the average farm yield per acre multiplied by the established price per ton as determined from time to time by the Commission.

PREMIUMS

11.—(1) The total premium payable in the crop year is,

- (a) where the level of coverage is 70 per cent, 16 per cent;
- (b) where the level of coverage is 73 per cent, 15 per cent;
- (c) where the level of coverage is 76 per cent, 14 per cent;

- (d) where the level of coverage is 78 per cent, 13 per cent; and
- (e) where the level of coverage is 80 per cent, 12 per cent,

of the total coverage in dollars prescribed by section 9.

(2) Notwithstanding subsection (1), the minimum premium payable by an insured person in each crop year is \$50 for each vine crop insured to a maximum of \$100.

(3) Notwithstanding any authorization by an insured person in his application for insurance, the payment of the premium is the responsibility of the insured person and such premium shall be paid in any event not later than ten days after written demand therefor by the Commission.

(4) The premiums prescribed by subsection (1) include payments in respect of premiums made by the Government of Canada under the *Crop Insurance Act* (Canada).

FINAL DATE FOR HARVESTING

12. For the purposes of this plan, the final date for harvesting vine crops in a crop year is noon on the 1st day of November or such other date as may be determined from time to time by the Commission.

MINIMUM ACREAGE

13. For the purposes of this plan, the minimum insurable acreage for any vine crop is four acres. O. Reg. 349/78, Sched.; O. Reg. 395/80, ss. 1, 2.

Form 1

*Crop Insurance Act (Ontario)*

CONTRACT OF INSURANCE

BETWEEN:

THE CROP INSURANCE COMMISSION OF ONTARIO, hereinafter referred to as "THE COMMISSION",

OF THE FIRST PART;

— and —

.....  
of the.....of.....  
in the County (or as the case may be) of  
....., hereinafter referred to  
as "THE INSURED PERSON",

OF THE SECOND PART.

WHEREAS the insured person has applied for crop insurance on one or more vine crops under The Crop Insurance Plan for Vine Crops, hereinafter referred to as "the plan";

NOW THEREFORE, subject to the *Crop Insurance Act (Ontario)* and the regulations made thereunder, where in a crop year the insured person suffers a loss resulting from one or more of the perils designated in the plan, the Commission, subject to the terms and conditions hereinafter set forth, agrees to indemnify the insured person in respect of such loss.

#### CAUSES OF LOSS NOT INSURED AGAINST

1. This contract does not insure against and no indemnity shall be paid in respect of a loss resulting from,

- (a) the negligence, misconduct or poor farming practices of the insured person or his agents or employees;
- (b) a shortage of labour or machinery;
- (c) insect infestation or plant disease unless recommended spray programs were followed; or
- (d) a peril other than the perils designated in the plan.

#### EXTENT OF INSURANCE

2.—(1) The insured person shall offer for insurance all acreage planted in the crop year to cucumbers, pumpkins and squash on the farm or farms operated by him in Ontario, whether grown under contract or not and, subject to subparagraph (2), this contract applies to all such acreage.

(2) This contract does not apply to, and no indemnity is payable in respect of, acreage planted to an insured crop,

- (a) that was not adequately prepared for cropping purposes;
- (b) that, in the opinion of the Commission, is not insurable;
- (c) for which a contract between the insured person and the processor is not in effect; or
- (d) on which the insured crop is a volunteer crop.

3.—(1) Where the acreage planted by the insured person in the crop year is not the same as that stated in the application for insurance the insured person shall, not later than the 15th day of July, notify the Commission in writing of the actual acreage planted.

(2) Where the actual planted acreage of an insured crop is less than that stated in the application for insurance, the maximum amount of indemnity shall be reduced proportionately.

(3) Where the actual planted acreage of an insured crop is more than that stated in the application for insurance, the maximum amount of indemnity and the premium payable shall not be increased but the value of production for the total planted acreage determined in the manner prescribed by section 10 of the plan shall be included in establishing the income of the insured person unless the processor increases the contract acreage accordingly.

#### HARVESTING OF PLANTED ACREAGE

4.—(1) All acreage planted to an insured crop in the crop year shall be harvested for processing unless the Commission, upon application therefor in writing, consents in writing to,

- (a) the use of the planted acreage or any part thereof for another purpose; or
- (b) the abandonment or destruction of the insured crop or any part thereof.

(2) The final date for the harvesting referred to in subparagraph (1) is noon on the 1st day of November or such other date as may be determined from time to time by the Commission.

(3) Where the harvesting of any planted acreage is not completed on the date prescribed by subparagraph (2), the insured person shall forthwith notify the Commission in writing.

(4) Where an insured person fails to notify the Commission in accordance with subparagraph (3), no indemnity shall be paid in respect of unharvested acreage.

#### STAGE 1

5.—(1) Stage 1 comprises the period from the date on which the planting of the acreage is completed to the 30th day of June.

(2) Where any part of the insured crop is lost or damaged in Stage 1, the Commission, upon application therefor in writing by the insured person, may consent in writing to,

- (a) the replanting of the damaged acreage; or
- (b) the abandonment or destruction of the insured crop on such damaged acreage and in such case the Commission shall determine the number of damaged acres and the potential value of production thereof.

(3) Where the damaged acreage is replanted to the insured crop in accordance with clause (2) (a), the

contract of insurance shall continue to apply to such replanted acreage.

(4) Where the damaged acreage is abandoned or destroyed in accordance with clause (2) (b), the amount of loss that shall be taken into account in the final adjustment of loss in respect of the total planted acreage shall be calculated as,

- (a) 50 per cent of the coverage applicable to the damaged acreage; or
- (b) the difference between the coverage and the potential value of production for the damaged acreage,

whichever is the lesser.

(5) Notwithstanding any application made in writing by the insured person under this paragraph, the Commission may, where loss or damage occurs in Stage 1, notify the insured person in writing that it intends to terminate the insurance coverage on such damaged acreage and, in such case, no further indemnity shall be payable in respect of the damaged acreage.

#### STAGE 2

6.—(1) Stage 2 commences on the 1st day of July and for any part of the planted acreage ends with the completion of harvesting of such part.

(2) Where loss or damage occurs in Stage 2, the Commission, upon application therefor in writing by the insured person, may consent in writing to the use of the damaged acreage for any other purpose or to the abandonment or destruction of the insured crop on such damaged acreage and, in such case, the Commission shall determine the number of damaged acres and the potential value of production thereof.

(3) Where,

- (a) damaged acreage is used for any other purpose or the insured crop thereon is abandoned or destroyed in accordance with subparagraph (2); or
- (b) the harvesting of any planted acreage is not completed on the date determined therefor,

the amount of loss that shall be taken into account in the final adjustment of loss in respect of the total planted acreage shall be calculated as the amount by which the coverage for the damaged or unharvested acreage, as the case may be, exceeds the potential value of production determined therefor.

(4) Where damaged acreage is not used for any other purpose or the crop thereon is not abandoned

or destroyed after the Commission has consented thereto, the amount of loss calculated under subparagraph (3) shall not be taken into account in the final adjustment of loss.

(5) Where the actual value of production of the acreage harvested determined in the manner prescribed by section 10 of the plan is less than the coverage for such acreage, the amount of loss that shall be taken into account in the final adjustment of loss in respect of the total planted acreage shall be calculated as the difference between the coverage and the actual value of production.

#### EVALUATION OF LOSS

7. The amount of loss that shall be taken into account in the final adjustment of loss is the amount by which the total coverage prescribed by section 9 of the plan exceeds the sum of,

- (a) the total value of production of the insured crop or crops for the crop year determined in the manner prescribed by section 10 of the plan as evidenced by the processor's statement of production;
- (b) the value as determined by the Commission of the potential production of acreage unharvested for reasons other than the insured perils; and
- (c) any loss sustained by reason of a peril other than the perils designated in the plan.

#### MISREPRESENTATION, VIOLATION OF CONDITIONS OR FRAUD

8. Where the insured person,

- (a) in the application for insurance,
  - (i) gives false particulars of an insured crop to the prejudice of the Commission, or
  - (ii) knowingly misrepresents or fails to disclose any fact required to be stated therein;
- (b) contravenes a term or condition of the contract of insurance;
- (c) commits a fraud in respect of an insured crop; or
- (d) wilfully makes a false statement in respect of a claim under the contract of insurance,

a claim by the insured person is invalid and his right to recover indemnity is forfeited.

## WAIVER OR ALTERATION

9. No term or condition of this contract shall be deemed to be waived or altered in whole or in part by the Commission unless the waiver or alteration is clearly expressed in writing signed by the Commission or a representative authorized for that purpose by the Commission.

## INTEREST OF OTHER PERSONS

10. Notwithstanding that a person other than the insured person holds an interest of any kind in an insured crop, for the purposes of this contract,

- (a) the interest of the insured person in an insured crop is deemed to be the full value of the crop; and
- (b) except as provided in paragraph 11, no indemnity shall be paid to any person other than the insured person.

## ASSIGNMENT OF RIGHT TO INDEMNITY

11. The insured person may assign all or part of his right to indemnity under this contract in respect of an insured crop but an assignment is not binding on the Commission and no payment of indemnity shall be made to an assignee unless,

- (a) the assignment is made on a form approved by the Commission; and
- (b) the Commission consents thereto in writing.

12.—(1) Where loss or damage to an insured crop results from one or more of the perils insured against and the damage was occasioned at a readily ascertainable time, the insured person shall notify the Commission forthwith by telephone and shall confirm in writing within three days of such time.

(2) Where loss or damage to an insured crop results from one or more of the perils insured against and it appears, or ought reasonably to appear to the insured person at any time after planting and before the completion of harvesting of the insured crop that the production of the insured crop may thereby be reduced, the insured person shall, as soon as the loss or damage is apparent, notify the Commission in writing forthwith.

(3) Notwithstanding any notice given by the insured person under this paragraph, where on completion of harvesting of an insured crop,

- (a) the actual value of production of the insured crop determined in the manner prescribed by section 10 of the plan is less than the total insured coverage; and
- (b) the loss resulted from one or more of the perils insured against,

the insured person shall notify the Commission in writing forthwith.

ABANDONMENT, DESTRUCTION  
OR ALTERNATE USE

13.—(1) Acreage planted to an insured crop shall not be put to another use and the insured crop shall not be abandoned or destroyed until the Commission has appraised the potential production of the acreage.

(2) An appraisal made under subparagraph (1) shall not be taken into account in the final adjustment of loss where the insured person harvests the appraised acreage for processing.

## ADJUSTMENT OF LOSS

14.—(1) The indemnity payable for loss or damage to an insured crop shall be determined in the manner prescribed by this contract.

(2) The Commission may cause the production of an insured crop to be appraised by any method that it deems proper.

(3) No indemnity shall be paid for a loss in respect of an insured crop unless the insured person establishes,

- (a) the total value of production of the insured crop for the crop year; and
- (b) that the loss in income or part thereof resulted directly from one or more of the perils insured against.

(4) Where a loss resulted partly from a peril insured against and partly from a cause of loss not insured against, the Commission shall determine the amount of the loss that resulted from the cause of loss not insured against, and the indemnity payable by the Commission under this contract shall be reduced accordingly.

## PROOF OF LOSS

15.—(1) A claim for indemnity in respect of the insured crop shall be made on a proof of loss form provided by the Commission and shall be filed with the Commission not later than sixty days after,

- (a) the completion of harvesting of the last of the insured crops; or
- (b) the end of the crop year,

whichever is the earlier.

(2) Subject to subparagraph (3), a claim for indemnity shall be made by the insured person.

(3) A claim for indemnity may be made,

- (a) in the case of the absence or inability of the insured person, by his agent; or

(b) in the case of the absence or inability of the insured person or on his failure or refusal to do so, by an assignee under an assignment made in accordance with paragraph 11.

(4) Where required by the Commission, the information given in a proof of loss shall be verified by statutory declaration.

ARBITRATION

16. Where the Commission and the insured person fail to resolve any dispute respecting the adjustment of a loss under this contract, the matter shall be determined by arbitration in accordance with the regulations.

TIME FOR PAYMENT OF INDEMNITY

17.—(1) No indemnity under this contract becomes due and payable until,

- (a) the end of the crop year; and
- (b) the premium has been paid in full.

(2) Where the indemnity payable by the Commission under this contract is established by the filing of a proof of loss form or by an award of an arbitrator or board of arbitration, it shall be paid within sixty days of the receipt by the Commission of the proof of loss form or award, as the case may be.

(3) Nothing in this paragraph prevents the Commission from paying indemnity under this contract at an earlier date.

SUBROGATION

18. Where the Commission has paid a claim under this contract, the Commission is subrogated

to the extent thereof to all rights of recovery of the insured person against any person and may bring action in the name of the insured person to enforce those rights.

RIGHT OF ENTRY

19. The Commission has a right of entry to the premises of the insured person that may be exercised by agents of the Commission at any reasonable time or times for any purpose related to the contract of insurance.

NOTICE

20.—(1) Any written notice to the Commission shall be given by delivery thereof or by sending it by mail to the Commission.

(2) Written notice to the insured person shall be given by delivery thereof or by sending it by mail addressed to him at his last post office address on file with the Commission.

IN WITNESS WHEREOF The Crop Insurance Commission of Ontario has caused this contract of insurance to be signed by its general manager but the same shall not be binding upon the Commission until countersigned by a duly authorized representative thereof.

Countersigned and dated at .....  
this.....day of ....., 19....

..... Duly Authorized Representative	..... General Manager
--	--------------------------

O. Reg. 349/78, Form 1; O. Reg. 229/79, s. 1; O. Reg. 395/80, s. 3.

Form 2

Crop Insurance Act (Ontario)

APPLICATION FOR CROP INSURANCE

To: The Crop Insurance Commission of Ontario:

.....  
(name of person, corporation or partnership, and if partnership, names of all partners)  
.....  
(address) ..... (telephone no.)

applies for crop insurance on .....(for processing) under the *Crop Insurance Act (Ontario)* and the regulations and in support of this application the following facts are stated:

- 1. The applicant is the owner-operator or tenant-operator of the farm or farms described in paragraph 4.
- 2. Crop Plan.....
- 3. Crop Year.....

4. Description of farm or farms and acreage grown to insured crop:

No. of Acres or Tons to be Insured	Lot	Concession	Township	County, etc.	Owner or Tenant

5. The applicant agrees to insure all acreage eligible for insurance under the regulations.
6. Coverage applied for as calculated by the Commission is: .....
7. The applicant hereby authorizes the processor named below to deduct the required premium from moneys owing by the processor to the applicant for harvested production.

Yes ☐

No ☐

8. If the premium is not paid by the processor, the applicant hereby agrees to pay to the Commission the premium in full upon demand.
9. The applicant hereby agrees to immediately notify the Commission of any loss or damage to the insured crop.

10. A Grower's Contract for the.....year is in effect with:
- Name of Processor:.....
- Plant Address:.....

11. In addition to acreage under contract to the processor named herein, the applicant intends to grow.....acres of the designated crop.

Dated at....., this.....day of....., 19....

.....  
(signature of applicant)

The processor named above hereby confirms the existence of a contract with the applicant and, where authorized, undertakes to deduct the premium under paragraph 7 above and to thereupon remit such premium forthwith to The Crop Insurance Commission of Ontario.

.....  
(signature of agent authorized by processor)

ASSIGNMENT OF INDEMNITY

Subject to any deduction in respect of premium, I hereby assign to the above-mentioned processor all moneys payable by the Commission as a result of loss, up to an amount equal to my total indebtedness to the processor which was incurred with my written approval for the growing of this crop, and authorize that all moneys payable by the Commission be paid jointly to the processor and myself.

.....  
(witness)

.....  
(signature of applicant)



## REGULATION 228

under the Crop Insurance Act (Ontario)

### CROP INSURANCE PLAN FOR WHITE BEANS

1. The plan in the Schedule is established for the insurance within Ontario of white beans. R.R.O. 1970, Reg. 154, s. 1.

#### Schedule

*Crop Insurance Act (Ontario)*

#### PLAN

1. This plan may be cited as "The Ontario Crop Insurance Plan for White Beans".

2. The purpose of this plan is to provide for insurance against a loss in the production of white beans resulting from one or more of the perils designated in section 4.

#### INTERPRETATION

3. In this plan,

- (a) "average farm yield" means the average of previous yields of the seeded acreage computed on the basis of acreage production records of the insured person or on such other basis as the Commission approves;
- (b) "kilogram" means a kilogram of white beans, the moisture content of which is not more than 18 per cent and the damage or foreign material content of which is not more than 2 per cent;
- (c) "white beans" means white pea-beans produced in Ontario.

#### DESIGNATION OF PERILS

4. The following are designated as perils for the purposes of this plan:

- 1. Drought.
- 2. Excessive moisture.
- 3. Excessive rainfall.
- 4. Flood.
- 5. Frost.
- 6. Hail.
- 7. Insect infestation.
- 8. Plant disease.
- 9. Wind.

#### DESIGNATION OF CROP YEAR

5. The crop year for white beans is the period from the 1st day of March in any year to the last day of February next following.

#### CONTRACT OF INSURANCE

6. For the purposes of this plan, the entire contract of insurance for white beans shall be deemed to be comprised of,

- (a) the contract of insurance in the form prescribed by Regulation 231 of Revised Regulations of Ontario, 1980;
- (b) an endorsement for white beans in Form 2;
- (c) the application for insurance;
- (d) the final acreage report for each crop year; and
- (e) an amendment to any document referred to in clause (a), (b), (c) or (d) agreed upon in writing.

7. An application for insurance shall,

- (a) be in Form 1;
- (b) be accompanied by a premium deposit of,
  - (i) \$1 per acre, or
  - (ii) \$15,

whichever is the greater; and

- (c) be filed with the Commission not later than the 1st day of May in the crop year.

#### DURATION OF CONTRACT

8.—(1) A contract of insurance shall be in force for the crop year in respect of which it is made, and shall continue in force for each crop year thereafter until it is cancelled by the insured person or the Commission in the manner prescribed by subsection (2) or is terminated in accordance with the regulations.

(2) A contract of insurance may be cancelled by the insured person or the Commission by notice in writing to the other party on or before the 1st day of May in the crop year during which the cancellation is to be effective.

## COVERAGE

9.—(1) Subject to subsections (2) and (3), the coverage provided under a contract of insurance shall be 70 per cent of the average farm yield in kilograms of the total acreage seeded to white beans by the insured person in accordance with the regulations.

(2) The coverage provided under subsection (1) shall be increased following each consecutive no claim year as follows:

1. Following the first no claim year, to 73 per cent of the average farm yield.
2. Following the second no claim year, to 76 per cent of the average farm yield.
3. Following the third no claim year, to 78 per cent of the average farm yield.
4. Following the fourth no claim year, to a maximum of 80 per cent of the average farm yield.

(3) The coverage provided under subsections (1) and (2) shall be decreased for claim years from the insured level in reverse progression to that prescribed in subsection (2), except that where a claim occurs in a year when the coverage is 70 per cent, the coverage shall be reduced to a minimum of 65 per cent.

(4) Where, in any year, a claim is paid in an amount less than half of the total premium for that year, the coverage for the following year shall remain unchanged.

(5) The number of kilograms determined under subsections (1), (2) and (3) constitutes the total guaranteed production under a contract of insurance.

10. For the purposes of this plan, the established price for white beans is,

- (a) 24¢;
- (b) 28¢; or
- (c) 32¢,

per kilogram.

11.—(1) Where,

- (a) the insured person applies therefor in writing on or before the 1st day of May in a crop year; and
- (b) the Commission consents in writing,

any established price designated in section 10 may be substituted for the established price selected by the insured person at the time a contract of insurance

is made, or any established price substituted in lieu thereof under this section.

(2) Where, upon any renewal, the insured person fails to select an established price pursuant to subsection (1), the Commission may designate the established price applicable to the contract for the crop year.

12. The maximum indemnity payable for a loss in production of white beans in a crop year is the amount obtained by multiplying the total guaranteed production determined under section 9 by the established price per kilogram determined under section 10.

## PREMIUMS

13.—(1) The total premium is,

- (a) \$12 per acre where the established price is 24 cents per kilogram;
- (b) \$14 per acre where the established price is 28 cents per kilogram; and
- (c) \$16 per acre where the established price is 32 cents per kilogram.

(2) Notwithstanding subsection (1), the minimum premium payable by an insured person in each crop year is \$15.

(3) The premium prescribed by subsections (1) and (2) includes payments in respect of premiums made by the Government of Canada under the *Crop Insurance Act* (Canada).

14.—(1) Where a contract of insurance is in force, a premium shall be paid in respect of each crop year in which the insured person seeds acreage to white beans.

(2) Where a premium is payable in respect of a crop year, the insured person shall pay the premium, less the premium deposit, if any, to the Commission at the time he files the final acreage report prescribed by section 15.

## FINAL ACREAGE REPORTS

15.—(1) Every insured person shall file with the Commission in each crop year a final acreage report in Form 3 within ten days after the seeding of acreage to white beans is completed.

(2) A final acreage report filed with the Commission shall not be amended without the consent in writing of the Commission.

16.—(1) The Commission may revise the final acreage report in any or all respects and adjust the premium accordingly and, in such case, shall notify

the insured person in writing forthwith respecting such revision and adjustment.

(2) The insured person shall be deemed to have agreed with the revision of the final acreage report and adjustment of premium made by the Commission under subsection (1) unless, within ten days after the mailing or delivery of the notification by the Commission, he notifies the Commission in writing that he rejects such revision and adjustment.

(3) Where the Commission receives notice from an insured person under subsection (2), it shall notify the insured person in writing that the contract of insurance does not apply for the crop year in respect of which the final acreage report was filed and shall refund any premium or premium deposit paid in respect of that crop year.

(4) A final acreage report revised under this section shall, failing notice under subsection (2), constitute the final acreage report for the crop year.

17.—(1) Where an insured person in any crop year fails to file a final acreage report in the form and manner prescribed by this Regulation, the Commission may,

- (a) prepare the final acreage report ; or
- (b) declare the insured acreage to be nil.

(2) Where the Commission prepares a final acreage report under subsection (1), the Commission shall mail or deliver a copy of the report to the insured person.

(3) Every insured person shall pay the premium for the crop year in respect of which a final acreage report is prepared by the Commission within ten days from the mailing or delivery to him of a copy of the report.

FINAL SEEDING DATE

18. For the purposes of this plan, the final date for seeding white beans in a crop year is the 1st day of July or such other date as may be determined from time to time by the Commission.

R.R.O. 1970, Reg. 154, Sched.; O. Reg. 188/71, ss. 1-6; O. Reg. 234/72, ss. 1-5; O. Reg. 376/74, ss. 1-8; O. Reg. 346/75, ss. 1-8; O. Reg. 109/77, ss. 1, 2; O. Reg. 186/78, ss. 1-3; O. Reg. 978/78, ss. 1-5; O. Reg. 30/80, ss. 1, 2; O. Reg. 292/80, ss. 1-3.

TABLE

Indemnity Dollars Per Acre	GUARANTEED PRODUCTION (Crops listed in order of Priority)					
	1. Corn	2. Soybeans	3. White Beans	4. Spring Grain	5. Coloured Beans	6. ....
	(Bushels per acre)	(Bushels per acre)	(Pounds per acre)	(Pounds per acre)	(Pounds per acre)	
\$ 9.00	Up to 25			Up to 750		
9.45	26			751-780		
9.90	27			781-810		
10.35	28			811-840		
10.80	29			841-870		
11.25	30			871-900		
11.70	31			901-930		
12.15	32			931-960		
12.60	33			961-990		
13.05	34			991-1020		
13.50	35	Up to 10.0	Up to 500	1021-1050	Up to 500	

Indemnity Dollars Per Acre	GUARANTEED PRODUCTION (Crops listed in order of Priority)					
	1. Corn	2. Soybeans	3. White Beans	4. Spring Grain	5. Coloured Beans	6. .....
	(Bushels per acre)	(Bushels per acre)	(Pounds per acre)	(Pounds per acre)	(Pounds per acre)	
\$ 13.95	36	10.1-10.4	501-520	1051-1080	501-520	
14.40	37	10.5-10.8	521-540	1081-1110	521-540	
14.85	38	10.9-11.2	541-560	1111-1140	541-560	
15.30	39	11.3-11.6	561-580	1141-1170	561-580	
15.75	40	11.7-12.0	581-600	1171-1200	581-600	
16.20	41	12.1-12.4	601-620	1201-1230	601-620	
16.65	42	12.5-12.8	621-640	1231-1260	621-640	
17.10	43	12.9-13.2	641-660	1261-1290	641-660	
17.55	44	13.3-13.6	661-680	1291-1320	661-680	
18.00	45	13.7-14.0	681-700	1321-1350	681-700	
18.45	46	14.1-14.4	701-720	1351-1380	701-720	
18.90	47	14.5-14.8	721-740	1381-1410	721-740	
19.35	48	14.9-15.2	741-760	1411-1440	741-760	
19.80	49	15.3-15.6	761-780	1441-1470	761-780	
20.25	50	15.7-16.0	781-800	1471-1500	781-800	
20.70	51	16.1-16.4	801-820	1501-1530	801-820	
21.15	52	16.5-16.8	821-840	1531-1560	821-840	
21.60	53	16.9-17.2	841-860	1561-1590	841-860	
22.05	54	17.3-17.6	861-880	1591-1620	861-880	
22.50	55	17.7-18.0	881-900	1621-1650	881-900	
22.95	56	18.1-18.4	901-920	1651-1680	901-920	
23.40	57	18.5-18.8	921-940	1681-1710	921-940	
23.85	58	18.9-19.2	941-960	1711-1740	941-960	
24.30	59	19.3-19.6	961-980	1741-1770	961-980	
24.75	60	19.7-20.0	981-1000	1771-1800	981-1000	
25.20	61	20.1-20.4	1001-1020	1801-1830	1001-1020	
25.65	62	20.5-20.8	1021-1040	1831-1860	1021-1040	

Indemnity Dollars Per Acre	GUARANTEED PRODUCTION (Crops listed in order of Priority)					
	1. Corn	2. Soybeans	3. White Beans	4. Spring Grain	5. Coloured Beans	6. .....
	(Bushels per acre)	(Bushels per acre)	(Pounds per acre)	(Pounds per acre)	(Pounds per acre)	
\$ 26.10	63	20.9-21.2	1041-1060	1861-1890	1041-1060	
26.55	64	21.3-21.6	1061-1080	1891-1920	1061-1080	
27.00	65	21.7-22.0	1081-1100	1921-1950	1081-1100	
27.45	66	22.1-22.4	1101-1120	1951-1980	1101-1120	
27.90	67	22.5-22.8	1121-1140	1981-2010	1121-1140	
28.35	68	22.9-23.2	1141-1160	2011-2040	1141-1160	
28.80	69	23.3-23.6	1161-1180	2041-2070	1161-1180	
29.25	70	23.7-24.0	1181-1200	2071-2100	1181-1200	
29.70	71	24.1-24.4	1201-1220	2101-2130	1201-1220	
30.15	72	24.5-24.8	1221-1240	2131-2160	1221-1240	
30.60	73	24.9-25.2	1241-1260	2161-2190	1241-1260	
31.05	74	25.3-25.6	1261-1280	2191-2220	1261-1280	
31.50	75	25.7-26.0	1281-1300	2221-2250	1281-1300	
31.95	76	26.1-26.4	1301-1320	2251-2280	1301-1320	
32.40	77	26.5-26.8	1321-1340	2281-2310	1321-1340	
32.85	78	26.9-27.2	1341-1360	2311-2340	1341-1360	
33.30	79	27.3-27.6	1361-1380	2341-2370	1361-1380	
33.75	80	27.7-28.0	1381-1400	2371-2400	1381-1400	
34.20	81	28.1-28.4	1401-1420	2401-2430	1401-1420	
34.65	82	28.5-28.8	1421-1440	2431-2460	1421-1440	
35.10	83	28.9-29.2	1441-1460	2461-2490	1441-1460	
35.55	84	29.3-29.6	1461-1480	2491-2520	1461-1480	
36.00	85	29.7-30.0	1481-1500	2521-2550	1481-1500	
	or more	or more	or more	or more	or more	

Form 1

Crop Insurance Act (Ontario)

APPLICATION FOR CROP INSURANCE

To: The Crop Insurance Commission of Ontario:

.....

Contract No.

.....

Name of Insured

.....

Address

.....

City

.....

Postal Code

.....

Telephone No.

(The Applicant must be either an owner-operator or a tenant-operator. An operator is one who controls or directs the operation of the farm.)

HOME FARM

.....

County

.....

Township

.....

Lot No.

.....

Concession No.

applies for crop insurance under the *Crop Insurance Act (Ontario)* and the regulations and in support of this application the following facts are stated:

Number of Acres:    Owned    ☐                      Rented    ☐                      Other    ☐

Years growing crop(s) applied for: .....

Fertilizer: .....

Drainage:                      Systematic    ☐    Tiled in low runs    ☐    Naturally drained    ☐    Undrained                      ☐

Planting—To be completed by:    Own equipment    ☐    Shared equipment    ☐    Custom operator    ☐

Weed Control—To be completed by: Own equipment    ☐    Shared equipment    ☐    Custom operator    ☐

Harvesting—To be completed by: Own equipment    ☐    Shared equipment    ☐    Custom operator    ☐

Full-time farmer: Yes    ☐            No    ☐            If no, state other occupation .....

Name of Bank: ..... Branch: .....

Type of farming operation: .....

For new contracts and endorsements only	To be completed by agent	NOTE: a premium deposit of \$15 is required for each crop plan if pre-plant coverage is not applied for	
Crop(s)	Average Farm Yield	Price Option	No. Acres

If pre-plant coverage is selected, coverage per acre is \$

NOTE: A premium deposit must accompany this application. Complete section A or B.

A. Pre-plant: (All spring sown/planted acres must be included)

Deposit: \$1 × acres = \$

B. Premium Deposit: (All intended insured acres must be included)

Deposit: \$1 × acres = \$

I acknowledge receipt of above premium deposit.

(signature of agent)

(date)

(signature of applicant)

O. Reg. 292/80, s. 5.

Form 2

Crop Insurance Act (Ontario)

WHITE BEAN ENDORSEMENT

WHEREAS the insured person has applied for crop insurance for white beans under The Ontario Crop Insurance Plan for White Beans, hereinafter referred to as "the plan", and has paid the deposit premium prescribed thereunder;

NOW THEREFORE, subject to the *Crop Insurance Act (Ontario)* and the regulations made thereunder, the contract of insurance between The Crop Insurance Commission of Ontario and the insured person is hereby extended to cover white beans.

HARVESTING OF SEEDED ACREAGE

1.—(1) All acreage seeded to white beans in a crop year shall be harvested as white beans unless the Commission, upon application therefor in writing, consents in writing to,

- (a) the use of the seeded acreage or any part thereof for another purpose; or
- (b) the abandonment or destruction of the insured crop or any part thereof.

(2) Where the harvesting of any seeded acreage is not completed and the failure to harvest was not caused by an insured peril, the contract of insurance shall cease to apply to such unharvested acreage and no indemnity shall be payable therefor.

EVALUATION OF LOSS

2.—(1) Where,

- (a) the insured so elects on his application for insurance and pays a premium deposit of \$1 for each acre intended to be sown to a spring sown crop; and
- (b) the seeding or planting of three acres or more of a crop is prevented by one or more of the designated perils,

an indemnity shall be paid in respect of each acre unplanted, the amount of which shall correspond to the guaranteed production of the spring sown crop highest in priority on the list in the Table of those intended to be grown and insured by the insured person.

(2) Where the insured person seeds or plants a crop in respect of which crop production insurance was applied for, the premium deposit for the acreage so seeded or planted shall be applied against the regular premium.

(3) Where the insured person seeds or plants a crop which is not listed in the Table, the premium deposit in respect of such acreage shall be refunded.

(4) Where the insured person seeds or plants a crop which is listed in the Table and fails to insure the crop, the premium deposit in respect of acreage so planted shall be retained by the Commission as payment for the coverage provided.

(5) Where the insured person is unable to seed or plant acreage designated on the application as intended to be sown to a spring sown crop, the premium deposit in respect of such acreage shall be retained by the Commission as part payment for the coverage provided and the insured person shall pay the balance of premium in the amount of \$1 for each acre unseeded or unplanted.

(6) This paragraph does not apply to, and no indemnity is payable in respect of land,

- (a) that is orchard land, pasture, woodland, seeded to a perennial crop, fall sown or intended for summer fallow;
- (b) that is untilled and was not cropped in the previous year; or
- (c) that, in the opinion of the Commission, is not insurable.

3.—(1) Where loss or damage to three acres or more of the insured crop resulting from an insured peril occurs prior to the 1st day of July in the crop year, the Commission, upon application therefor in writing by the insured person, may consent in writing to the reseeding of the damaged acreage.

(2) Where the damaged acreage is reseeded in accordance with subparagraph (1), the Commission shall pay a supplementary benefit to the insured person calculated at the rate of \$15 for each reseeded acre.

(3) Where the damaged acreage is reseeded to white beans, the contract of insurance shall continue to apply to such reseeded acreage.

4.—(1) Where loss or damage occurs prior to harvest, the Commission, upon application therefor in writing by the insured person, may consent in writing to the use of the damaged acreage for any other purpose or to the abandonment or destruction of the insured crop on such damaged acreage and, in such case, the Commission shall determine the number of damaged acres and the potential production thereof.

(2) Where damaged acreage is used for any other purpose or the insured crop thereon is abandoned or destroyed in accordance with subparagraph (1), the amount of loss that shall be taken into account in the final adjustment of loss in respect of the total seeded acreage shall be calculated by multiplying the difference between the guaranteed production for the damaged acreage and the potential production for the damaged acreage determined under subparagraph (1) by the established price per kilogram.

(3) Where damaged acreage is not used for any other purpose or the crop thereon is not abandoned or destroyed after the Commission has consented thereto, the amount of loss calculated under subparagraph (2) shall not be taken into account in the final adjustment of loss.

(4) Where the actual production of the harvested acreage is less than the guaranteed production for such acreage, the amount of loss that shall be taken into account in the final adjustment of loss in respect of the total seeded acreage shall be calculated by multiplying the difference between the guaranteed production and the actual production by the established price per kilogram.

(5) Where the damaged or foreign material content of the insured crop exceeds 2 per cent, the actual production thereof shall be deemed to be reduced in an amount to be determined by the Commission to compensate the insured person for the cost of removal of pick.

(6) Where, as the result of an insured peril causing discoloration, the insured crop or any part thereof is sold at a reduced price, the actual production thereof shall be deemed to be reduced in the ratio that the price reduction bears to the highest established price under the plan.

FINAL ADJUSTMENT OF LOSS FOR  
TOTAL INSURED ACREAGE

5. The indemnity payable with respect to the total insured acreage in the final adjustment of loss shall be the sum of all loss calculations made under paragraphs 2, 3 and 4 applicable to such acreage, but where,

- (a) the actual production of any harvested acreage; or
- (b) the potential production of any unharvested acreage,

exceeds the guaranteed production of such acreage, the indemnity otherwise payable in respect of loss calculations made under paragraph 4 shall be reduced by the amount obtained by multiplying such excess by the established price per kilogram.

INCORRECT ACREAGE IN FINAL  
ACREAGE REPORT

6.—(1) Where the actual seeded acreage of white beans in a crop year is less than the seeded acreage declared on the final acreage report, the guaranteed production and the amount of insurance shall be reduced proportionately.

(2) Where the actual seeded acreage of white beans in a crop year exceeds the seeded acreage declared on the final acreage report, the production from the total seeded acreage shall be counted and there shall be no increase in the total guaranteed production or the maximum amount indemnity payable.

IN WITNESS WHEREOF The Crop Insurance Commission of Ontario has caused this endorsement to be signed by its general manager but the same shall not be binding upon the Commission until countersigned by a duly authorized representative thereof.

Countersigned and dated at . . . . .  
this . . . . . day of . . . . ., 19 . . . . .

.....  
Duly Authorized                      General Manager  
Representative  
O. Reg. 346/75, s. 10; O. Reg. 109/77, s. 3; O. Reg. 186/78, s. 4; O. Reg. 978/78, s. 6.

Form 3

Crop Insurance Act (Ontario)

FINAL ACREAGE REPORT

CONTRACT NO.

Pursuant to your renewal notice and application for insurance, your average farm yield and insurance coverage have been calculated as follows:

PREMIUM CALCULATIONS

Crop	Average Farm Yield	% Coverage	Insurance Guarantee per Acre	Price Option	Total Acres Seeded		Premium per Acre	Gross Premium
						×	\$	\$
						×	\$	\$

PREMIUM CALCULATIONS

Crop	Average Farm Yield	% Coverage	Insurance Guarantee per Acre	Price Option	Total Acres Seeded		Premium per Acre	Gross Premium
						×	\$	\$
						×	\$	\$
						×	\$	\$
						×	\$	\$
Reseeded Acres					No. of Acres Reseeded		Premium per acre (if any)	
From (Crop)		To (Crop)						
						×	\$	\$

Pre-plant Coverage .....acres is \$ .....per acre

Unseeded acres  × \$2 =

Insurable acres seeded but not insured  × \$1 =

TOTAL \$

Subtract Pre-plant or Premium Deposit — \$

Balance of Premium Payable \$

This form together with your payment for the balance of premium (amount shown above) must be returned to your agent immediately upon completion of seeding spring crops.

I hereby assign my right to indemnity under this contract as follows:	
Crop(s)	
Assigned to:	

A formal acknowledgement of premium payment and insurance coverage will be mailed to you.

County (home farm)	Township (home farm)	Lot No.	Con. No.	Telephone No.

I acknowledge receipt of  
above premium balance:

The information set forth in  
this report is true and correct.

..... (signature of agent)	..... (signature of insured person)	..... (date)
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O. Reg. 292/80, s. 6.

## REGULATION 229

under the Crop Insurance Act (Ontario)

### CROP INSURANCE PLAN FOR WINTER WHEAT

1. The Plan in the Schedule is established for the insurance within Ontario of winter wheat. O. Reg. 809/75, s. 1.

#### Schedule

*Crop Insurance Act (Ontario)*

#### PLAN

1. This plan may be cited as "The Ontario Crop Insurance Plan for Winter Wheat".

2. The purpose of this plan is to provide for insurance against a loss in the production of winter wheat resulting from one or more of the perils designated in section 4.

#### INTERPRETATION

3. In this plan,

- (a) "average farm yield" means the average of previous yields of the seeded acreage computed on the basis of acreage production records of the insured person or on such other basis as the Commission approves;
- (b) "bushel" means 60 pounds of winter wheat, the moisture content of which does not exceed 14 per cent;
- (c) "winter wheat" means winter wheat produced in Ontario.

#### DESIGNATION OF PERILS

4. The following are designated as perils for the purposes of this plan:

- 1. Drought.
- 2. Excessive moisture.
- 3. Excessive rainfall.
- 4. Flood.
- 5. Frost.
- 6. Hail.
- 7. Insect infestation.
- 8. Plant disease.

9. Wind.

10. Winter kill.

#### DESIGNATION OF CROP YEAR

5. The crop year for winter wheat is the period from the 1st day of September in any year to the 31st day of August in the year next following.

#### CONTRACT OF INSURANCE

6. For the purposes of this plan, the entire contract of insurance for winter wheat shall be deemed to be comprised of,

- (a) an endorsement for winter wheat in Form 1;
- (b) an application for insurance;
- (c) the final acreage report for each crop year;
- (d) an amendment to any document referred to in clause (a), (b) or (c) agreed upon in writing.

7. An application for insurance shall,

- (a) be in Form 2;
- (b) be accompanied by a premium deposit of at least \$15; and
- (c) be filed with the Commission not later than the 31st day of October in the crop year in respect of which it is made.

#### DURATION OF CONTRACT

8.—(1) A contract of insurance shall be in force for the crop year in respect of which it is made, and shall continue in force for each crop year thereafter until it is cancelled by the insured person or the Commission in the manner prescribed by subsection (2) or is terminated in accordance with the regulations.

(2) A contract of insurance may be cancelled by the insured person or the Commission by notice in writing to the other party on or before the 20th day of October in the crop year during which the cancellation is to be effective.

#### COVERAGE

9.—(1) Subject to subsections (2) and (3), the coverage provided under a contract of insurance

shall be 70 per cent of the average farm yield in bushels of the total acreage seeded to winter wheat by the insured person in accordance with the regulations.

(2) The coverage provided under subsection (1) shall be increased following each consecutive no claim year as follows:

1. Following the first no claim year, to 73 per cent of the average farm yield.
2. Following the second no claim year, to 76 per cent of the average farm yield.
3. Following the third no claim year, to 78 per cent of the average farm yield.
4. Following the fourth no claim year, to a maximum of 80 per cent of the average farm yield.

(3) The coverage provided under subsections (1) and (2) shall be decreased for claim years from the insured level in reverse progression to that prescribed by subsection (2) to a minimum of 70 per cent of the average farm yield.

(4) Where, in any year, a claim is paid in an amount less than half the total premium for that year, the coverage for the following year shall remain unchanged.

(5) The number of bushels determined under subsections (1), (2) and (3) constitutes the total guaranteed production under a contract of insurance.

10. The maximum amount for which the Commission is liable for a loss in production under a contract of insurance is the amount obtained by multiplying the total guaranteed production determined under section 9 by the established price per bushel prescribed by section 11.

11.—(1) For the purposes of this plan the established price for winter wheat is,

(a) \$3; or

(b) \$3.75,

per bushel.

(2) Where,

(a) the insured person applies therefor in writing on or before the 31st day of October in a crop year; and

(b) the Commission consents in writing,

any established price designated in subsection (1) may be substituted for the established price selected by the insured person at the time a contract of

insurance is made or for any established price substituted in lieu thereof under this subsection.

(3) Where, upon any renewal, the insured person fails to select an established price pursuant to subsection (2), the Commission may designate the established price applicable to the contract for the crop year.

#### PREMIUMS

12.—(1) The total premium is,

(a) \$8 per acre where the established price is \$3 per bushel; and

(b) \$10 per acre where the established price is \$3.75 per bushel.

(2) Notwithstanding subsection (1), the minimum premium payable by an insured person in each crop year is \$15.

(3) The premium prescribed by subsections (1) and (2) includes payments in respect of premiums made by the Government of Canada under the *Crop Insurance Act* (Canada).

13.—(1) Where a contract of insurance is in force, a premium shall be paid in respect of each crop year in which the insured person seeds acreage to winter wheat.

(2) Where a premium is payable in respect of a crop year, the insured person shall pay the premium, less the premium deposit, if any, to the Commission at the time he files the final acreage report prescribed by section 14.

#### FINAL ACREAGE REPORTS

14.—(1) Every insured person shall file with the Commission in each crop year a final acreage report in Form 3 within ten days after the seeding of acreage to winter wheat is completed.

(2) A final acreage report filed with the Commission shall not be amended without the consent in writing of the Commission.

15.—(1) The Commission may revise the final acreage report in any or all respects and, in such case, shall notify the insured person in writing forthwith respecting such revision.

(2) The insured person shall be deemed to have agreed with the revision of the final acreage report made by the Commission under subsection (1) unless, within ten days from the mailing or delivery of the notification by the Commission, he notifies the Commission in writing that he rejects such revision.

(3) Where the Commission receives notice from an insured person under subsection (2), it shall notify the insured person in writing that the contract of insurance does not apply for the crop year in respect of which the final acreage report was filed and shall refund any premium or premium deposit paid in respect of that crop year.

(4) A final acreage report revised under this section shall, failing notice under subsection (2), constitute the final acreage report for the crop year.

16.—(1) Where an insured person in any crop year fails to file a final acreage report in the form and manner prescribed by this Regulation, the Commission may,

- (a) prepare a final acreage report; or
- (b) declare the insured acreage to be nil.

(2) Where the Commission prepares a final acreage report under subsection (1), the Commission shall mail or deliver a copy of the report to the insured person.

(3) Every insured person shall pay the premium for the crop year in respect of which a final acreage report is prepared by the Commission within ten days from the mailing or delivery to him of a copy of the report.

#### FINAL DATE FOR SEEDING

17. For the purposes of this plan the final date for seeding winter wheat in a crop year is the 31st day of October or such other date as may be determined from time to time by the Commission.

#### FINAL DATE FOR HARVESTING

18. For the purposes of this plan, the final date for harvesting winter wheat in a crop year is the 31st day of August or such other date as may be determined from time to time by the Commission. O. Reg. 809/75, Sched.; O. Reg. 712/77, ss. 1, 2; O. Reg. 894/78, ss. 1-4; O. Reg. 633/79, ss. 1-5; O. Reg. 283/80, s. 1; O. Reg. 900/80, s. 1.

### Form 1

#### *Crop Insurance Act.(Ontario)*

BETWEEN:

THE CROP INSURANCE COMMISSION OF ONTARIO, hereinafter referred to as "THE COMMISSION",

OF THE FIRST PART

and—

of the ..... of .....  
in the County (or as the case may be) of .....  
hereinafter referred to as  
"THE INSURED PERSON",

OF THE SECOND PART

WHEREAS the insured person has applied for crop insurance for winter wheat under The Ontario Crop Insurance Plan for Winter Wheat, hereinafter referred to as "the plan" and has paid the deposit premium prescribed thereunder;

NOW THEREFORE, subject to the *Crop Insurance Act (Ontario)* and the regulations made thereunder, where in a crop year the insured person suffers a loss resulting from one or more of the perils designated in the plan, the Commission, subject to the terms and conditions hereinafter set forth, agrees to indemnify the insured person in respect of such loss.

#### TERMS AND CONDITIONS

##### CAUSES OF LOSS NOT INSURED AGAINST

1. This contract does not insure against, and no indemnity shall be paid in respect of a loss resulting from,

- (a) the negligence, misconduct or poor farming practices of the insured person or his agents or employees;
- (b) a shortage of labour or machinery; or
- (c) a peril other than the perils designated in the plan.

##### EXTENT OF INSURANCE

2.—(1) The insured person shall offer for insurance all acreage planted to the insured crop on the farm or farms operated by him in Ontario, and subject to subparagraph (2), this contract applies to all such acreage.

(2) This contract does not apply to, and no indemnity is payable in respect of, acreage planted to the insured crop,

- (a) that was not adequately prepared for cropping purposes; or
- (b) that, in the opinion of the Commission, is not insurable.

##### HARVESTING OF SEEDED ACREAGE

3.—(1) All acreage seeded to winter wheat in a crop year shall be harvested unless the Commission, upon application therefor in writing, consents in writing to,

- (a) the use of the seeded acreage or any part thereof for another purpose; or
- (b) the abandonment or destruction of the insured crop or any part thereof.

(2) The harvesting referred to in subparagraph (1) shall be completed not later than the 31st day of August or such other date as may be determined from time to time by the Commission.

#### EVALUATION OF LOSS

4. For the purposes of determining the loss in production of winter wheat in a crop year and the indemnity payable therefor, the value of the crop shall progress through the stages prescribed in paragraphs 5 and 6.

#### STAGE 1

5.—(1) Stage 1 comprises the period from the date on which the seeding of acreage to winter wheat is completed to and including the 15th day of June in the crop year.

(2) Where loss or damage occurs in Stage 1, the Commission, upon application therefor in writing by the insured person, may consent in writing to,

- (a) the seeding of the damaged acreage to another crop; or
- (b) the abandonment or destruction of the insured crop on such damaged acreage and, in such case, the Commission shall determine the number of damaged acres and the potential production thereof.

(3) Where the damaged acreage is in excess of 3 acres and is reseeded in accordance with clause (2) (a), the contract of insurance shall cease to apply to such reseeded acreage, the total guaranteed production shall be reduced accordingly and the Commission shall pay to the insured person for each acre reseeded, a reseeded benefit of,

- (a) \$18 per acre where the established price is \$3 per bushel; or
- (b) \$25 per acre where the established price is \$3.75 per bushel.

(4) Where the damaged acreage is abandoned or destroyed in accordance with clause (2) (b), the amount of loss that shall be taken into account in the final adjustment of loss in respect of the total seeded acreage shall be calculated by multiplying,

- (a) 50 per cent of the guaranteed production for the damaged acreage; or

- (b) the difference between the guaranteed production and the potential production determined under subparagraph (2) for the damaged acreage,

whichever is the lesser, by the established price per bushel.

(5) Subject to subparagraph (6), where the crop on damaged acreage is not abandoned or destroyed after the Commission has consented thereto, the amount of loss calculated under subparagraph (4) shall not be taken into account in the final adjustment of loss, and the value of the crop shall progress into Stage 2.

(6) Notwithstanding any application made in writing by the insured person under this paragraph, the Commission may, where loss or damage occurs in Stage 1, notify the insured person in writing that it intends to terminate the insurance coverage on such damaged acreage and to calculate the amount of loss in the manner prescribed in subparagraph (4) with respect to such damaged acreage and where notice of such intention has been given, the Commission shall calculate accordingly the amount of loss to be taken into account in the final adjustment of loss and the value of the insured crop on such damaged acreage shall not progress beyond Stage 1.

#### STAGE 2

6.—(1) Stage 2 commences on the 16th day of June in the crop year and, with respect to any part of the seeded acreage, ends with the completion of harvesting of such part.

(2) Where loss or damage occurs in Stage 2, the Commission, upon application therefor in writing by the insured person, may consent in writing to the abandonment or destruction of the insured crop on such damaged acreage and, in such case, the Commission shall determine the number of damaged acres and the potential production thereof.

(3) Where the insured crop is abandoned or destroyed in accordance with subparagraph (2), the amount of loss that shall be taken into account in the final adjustment of loss in respect of the total seeded acreage shall be calculated by multiplying the difference between,

- (a) the guaranteed production for the damaged acreage; and
- (b) the potential production determined under subparagraph (2) for the damaged acreage,

by the established price per bushel.

(4) Where the crop is not abandoned or destroyed after the Commission has consented thereto, the

amount of loss calculated under subparagraph (3) shall not be taken into account in the final adjustment of loss.

(5) Where the actual production of the harvested acreage is less than the guaranteed production for such acreage, the amount of loss that shall be taken into account in the final adjustment of loss in respect of the total seeded acreage shall be calculated by multiplying the difference between the guaranteed production and the actual production by the established price per bushel.

#### QUALITY COVERAGE

7. Where the insured crop is reduced below Grade 3 due to an insured peril, the actual production shall be deemed to be,

- (a) for Grade Extra 4, 95 per cent of the yield harvested;
- (b) for Grades 4 and Extra 5, 90 per cent of the yield harvested;
- (c) for Grade 5, 85 per cent of the yield harvested; and
- (d) for Sample, 80 per cent of the yield harvested.

#### FINAL ADJUSTMENT OF LOSS FOR TOTAL SEEDED ACREAGE

8. The indemnity payable with respect to the total seeded acreage in the final adjustment of loss shall be the sum of all Stage 1 and Stage 2 loss calculations applicable to such acreage, but where,

- (a) the actual production of any harvested acreage; or
- (b) the potential production of any unharvested acreage,

exceeds the guaranteed production of such acreage, the indemnity otherwise payable for a loss in production shall be reduced by the amount obtained by multiplying such excess by the established price per bushel.

#### INCORRECT ACREAGE IN FINAL ACREAGE REPORT

9.—(1) Where the actual seeded acreage of winter wheat in a crop year is less than the seeded acreage declared on the final acreage report, the guaranteed production and the amount of insurance shall be reduced in the proportion that the actual acreage bears to the declared acreage.

(2) Where the actual seeded acreage of winter wheat in a crop year exceeds the seeded acreage declared on the final acreage report, the guaranteed

production per acre for the field in respect of which the incorrect acreage was declared shall be reduced in the proportion that the declared acreage bears to the actual acreage.

#### MISREPRESENTATION, VIOLATION OF CONDITIONS, OR FRAUD

10. Where, in respect of an insured crop, the insured person,

- (a) in his application for insurance or a final acreage report,
  - (i) gives false particulars of the insured crop to the prejudice of the Commission, or
  - (ii) knowingly misrepresents or fails to disclose any fact required to be stated therein;
- (b) contravenes a term or condition of the contract of insurance;
- (c) commits a fraud; or
- (d) wilfully makes a false statement in respect of a claim under the contract of insurance, a claim by the insured person is invalid and his right to recover indemnity is forfeited.

#### WAIVER OR ALTERATION

11. No term or condition of this contract shall be deemed to be waived or altered in whole or in part by the Commission unless the waiver or alteration is clearly expressed in writing signed by the Commission or a representative authorized for that purpose by the Commission.

#### INTEREST OF OTHER PERSONS

12. Notwithstanding that a person other than the insured person holds an interest of any kind in an insured crop, for the purposes of this contract,

- (a) the interest of the insured person in the insured crop is deemed to be the full value of the total guaranteed production; and
- (b) except as provided in paragraph 13, no indemnity shall be paid to any person other than the insured person.

#### ASSIGNMENT OF RIGHT TO INDEMNITY

13. The insured person may assign all or part of his right to indemnity under this contract in a crop year in respect of an insured crop but an assignment is not binding on the Commission and no payment of indemnity shall be made to an assignee unless,

- (a) the assignment is made on a form provided by the Commission; and
- (b) the Commission consents thereto in writing.

#### NOTICE OF LOSS OR DAMAGE

14.—(1) Where loss or damage to an insured crop results from one or more of the perils insured against and the insured person intends to abandon or destroy the insured crop, or to reseed or use the seeded acreage for another purpose, the insured person shall notify the Commission in writing of such intention and shall take no further action without the consent in writing of the Commission.

(2) Where loss or damage to an insured crop results from one or more of the perils insured against and the damage was occasioned at a readily ascertainable time, the insured person shall notify the Commission in writing within five days of such time.

(3) Where loss or damage to an insured crop results from one or more of the perils insured against and it appears, or ought reasonably to appear, to the insured person at any time after seeding and before the completion of harvesting of the insured crop that the potential production of the insured crop will be less than the total guaranteed production, the insured person shall, as soon as the loss or damage is apparent, notify the Commission in writing forthwith.

(4) Notwithstanding any notice given by the insured person under this paragraph, where on completion of harvesting of an insured crop,

- (a) the actual production is less than the total guaranteed production; and
- (b) the loss in production resulted from one or more of the perils insured against,

the insured person shall notify the Commission in writing within five days of completion of harvesting.

#### ABANDONMENT, DESTRUCTION, OR ALTERNATE USE

15.—(1) No acreage seeded to an insured crop shall be put to another use and no insured crop shall be abandoned or destroyed until the Commission has appraised the potential production of the acreage.

(2) An appraisal made under subparagraph (1) shall not be taken into account in the final adjustment of loss where the insured person harvests the appraised acreage.

#### ADJUSTMENT OF LOSS

16.—(1) The indemnity payable for loss or damage to an insured crop shall be determined in the manner prescribed herein.

(2) The Commission may cause the production of an insured crop to be appraised by any method that it deems proper.

(3) The loss in respect of an insured crop and the amount of indemnity payable therefor shall be determined separately for each insured crop.

(4) No indemnity shall be paid for a loss in respect of an insured crop unless the insured person establishes,

- (a) the actual production obtained from the insured crop for the crop year; and
- (b) that the loss in production in the crop year resulted directly from one or more of the perils insured against.

#### PROOF OF LOSS

17.—(1) A claim for indemnity in respect of an insured crop shall be made on a proof of loss form provided by the Commission and shall be filed with the Commission not later than sixty days after,

- (a) the completion of harvesting of the insured crop; or
- (b) the end of the crop year in which the loss occurred, whichever is the earlier.

(2) Subject to subparagraph (3), a claim for indemnity shall be made by the insured person.

(3) A claim for indemnity may be made,

- (a) in the case of the absence or inability of the insured person, by his agent; or
- (b) in the case of the absence or inability of the insured person or on his failure or refusal to do so, by an assignee under an assignment made in accordance with paragraph 13.

#### ARBITRATION

18. Where the Commission and the insured person fail to resolve any dispute respecting the adjustment of a loss under this contract, the matter shall be determined by arbitration in accordance with the regulations.

#### TIME FOR PAYMENT OF INDEMNITY

19.—(1) Except as otherwise provided, no indemnity under this contract becomes due and payable until the end of the crop year in which the loss or damage was sustained.

(2) Where the indemnity payable by the Commission under this contract is established by the filing of a proof of loss form or by an award of an

arbitrator or board of arbitration, it shall be paid within sixty days of the receipt by the Commission of the proof of loss form or award, as the case may be.

(3) Nothing in this paragraph prevents the Commission from paying indemnity under this contract at an earlier date.

SUBROGATION

20. Where the Commission has paid a claim under this contract, the Commission is subrogated to the extent thereof to all rights of recovery of the insured person against any person and may bring action in the name of the insured person to enforce those rights.

RIGHT OF ENTRY

21. The Commission has a right of entry to the premises of the insured person that may be exercised by agents of the Commission at any reasonable time or times for any purpose related to the contract of insurance.

DEATH OR ASSIGNMENT UNDER  
THE BANKRUPTCY ACT

22. This contract terminates at the end of the crop year in which the death of the insured person occurs or an authorized assignment is made by him under the *Bankruptcy Act* (Canada).

NOTICE

23.—(1) Any written notice to the Commission shall be given by delivery thereof or by sending it by mail to the Commission.

(2) Written notice to the insured person shall be given by delivery thereof or by sending it by mail addressed to him at his last post office address on file with the Commission.

IN WITNESS WHEREOF The Crop Insurance Commission of Ontario has caused this contract of insurance to be signed by its general manager but the same shall not be binding upon the Commission until countersigned by a duly authorized representative thereof.

Countersigned and dated at .....  
this ..... day of ..... , 19....

..... Duly Authorized Representative	..... General Manager
--	--------------------------

O. Reg. 809/75, Form 1; O. Reg. 712/77, s. 3;  
O. Reg. 894/78, s. 5; O. Reg. 633/79, s. 6; O. Reg.  
900/80, s. 2.

Form 2

Crop Insurance Act (Ontario)

APPLICATION FOR CROP INSURANCE

To: The Crop Insurance Commission of Ontario:

..... Contract No.	..... Name of Insured	
..... Address		
..... City	..... Postal Code	..... Telephone No.

(The Applicant must be either an owner-operator or a tenant-operator. An operator is one who controls or directs the operation of the farm.)

HOME FARM

..... County	..... Township	..... Lot No.	..... Concession No.
-----------------	-------------------	------------------	-------------------------

applies for crop insurance under the *Crop Insurance Act (Ontario)* and the regulations and in support of this application the following facts are stated:

Number of Acres:    Owned   ☐                      Rented   ☐                      Other   ☐

Years growing crop(s) applied for: .....

Fertilizer: .....

Drainage:                      Systematic   ☐    Tiled in low runs   ☐    Naturally drained   ☐    Undrained   ☐

Planting—To be completed by:      Own equipment   ☐    Shared equipment   ☐    Custom operator   ☐

Weed Control—To be completed by: Own equipment   ☐    Shared equipment   ☐    Custom operator   ☐

Harvesting—To be completed by:    Own equipment   ☐    Shared equipment   ☐    Custom operator   ☐

Full-time farmer: Yes   ☐      No   ☐      If no, state other occupation .....

Name of Bank: .....                      Branch: .....

Type of farming operation: .....

For new contracts and endorsements only	To be completed by agent	NOTE: a premium deposit of \$15 is required for each crop plan if pre-plant coverage is not applied for	
Crop(s)	Average Farm Yield	Price Option	No. Acres

If pre-plant coverage is selected, coverage per acre is 

\$
----

NOTE: A premium deposit must accompany this application. Complete section A or B.

A. Pre-plant: (All spring sown/planted acres must be included)

Deposit: 

\$1
-----

 × 

acres
-------

 = \$ 

--

B. Premium Deposit: (All intended insured acres must be included)

Deposit: 

\$1
-----

 × 

acres
-------

 = \$ 

--

I acknowledge receipt of above premium deposit.

.....    .....    .....  
(signature of agent)    (date)    (signature of applicant)

Form 3

Crop Insurance Act (Ontario)

FINAL ACREAGE REPORT

CONTRACT NO.

Pursuant to your renewal notice and application for insurance, your average farm yield and insurance coverage have been calculated as follows:

PREMIUM CALCULATIONS

Crop	Average Farm Yield	% Coverage	Insurance Guarantee per Acre	Price Option	Total Acres Seeded		Premium per Acre	Gross Premium
						×	\$	\$
						×	\$	\$
						×	\$	\$
						×	\$	\$
Reseeded Acres					No. of Acres Reseeded		Premium per acre (if any)	
From (Crop)		To (Crop)						
						×	\$	\$

Pre-plant Coverage .....acres is \$ .....per acre

Unseeded acres  × \$2 = \$

Insurable acres seeded but not insured  × \$1 = \$

TOTAL \$

Subtract Pre-plant or Premium Deposit — \$

Balance of Premium Payable \$

This form together with your payment for the balance of premium (amount shown above) must be returned to your agent immediately upon completion of seeding spring crops.

I hereby assign my right to indemnity under this contract as follows:

Crop(s)	
Assigned to:	

A formal acknowledgement of premium payment and insurance coverage will be mailed to you.

County (home farm)

Township (home farm)

Lot No.

Con. No.

Telephone No.

I acknowledge receipt of  
above premium balance:

The information set forth in  
this report is true and correct.

.....  
(signature of agent)

.....  
(signature of insured person)

.....  
(date)

O. Reg. 283/80, s. 3.

## REGULATION 230

under the Crop Insurance Act (Ontario)

### DESIGNATION OF INSURABLE CROPS

#### 1. In this Regulation,

- (a) "beets" means red beets produced in Ontario,
  - (i) for processing under a contract between a grower and a processor, and
  - (ii) on acreage or for tonnage specified in such contract;
- (b) "cabbage" means cabbage produced in Ontario,
  - (i) for processing under a contract between a grower and a processor, and
  - (ii) on acreage or for tonnage specified in such contract;
- (c) "carrots" means carrots produced in Ontario,
  - (i) for processing under a contract between a grower and a processor, and
  - (ii) on acreage or for tonnage specified in such contract;
- (d) "cauliflower" means cauliflower produced in Ontario,
  - (i) for processing under a contract between a grower and a processor, and
  - (ii) on acreage or for tonnage specified in such contract;
- (e) "corn" means hybrid corn planted for the purpose of harvesting as corn silage or grain corn, but does not include seed corn or pop-corn;
- (f) "cucumbers" means cucumbers produced in Ontario,
  - (i) for processing under a contract between a grower and a processor, and
  - (ii) on acreage or for tonnage specified in such contract;
- (g) "flax" means flax grown for the purpose of harvesting as flax seed, but does not include fibre flax;
- (h) "forage" means the feed for live stock produced from corn, grasses and legumes, and
  - (i) fed as pasture, or
  - (ii) cut and stored as corn silage, hay or hay silage;
- (i) "grain corn" means shelled corn or ear corn;
- (j) "green beans" means green beans produced in Ontario,
  - (i) for processing under a contract between a grower and a processor, and
  - (ii) on acreage specified in such contract;
- (k) "lima beans" means lima beans produced in Ontario,
  - (i) for processing under a contract between a grower and a processor, and
  - (ii) on acreage specified in such contract;
- (l) "mixed grain" means any seed mixture that includes both oats and barley, the combined weight of which equals at least 75 per cent of the total but the individual weight of either of which does not exceed 75 per cent of the total;
- (m) "onions" means yellow cooking onions grown from seed or sets;
- (n) "peas" means green peas produced in Ontario,
  - (i) for processing under a contract between a grower and a processor, and
  - (ii) on acreage specified in such contract;
- (o) "peppers" means peppers produced in Ontario for processing under a written

contract between a grower and a processor on acreage specified in such contract and includes the following varieties:

1. Green Bell.
2. Multi or Rainbow.
3. Banana.
4. Red;

(p) "pumpkins" means pumpkins produced in Ontario,

(i) for processing under a contract between a grower and a processor, and

(ii) on acreage or for tonnage specified in such contract;

(q) "seed corn" means corn grown under contract with a dealer which is intended for sale on a commercial basis for seed purposes;

(r) "spring grain" means,

- (i) oats,
- (ii) barley,
- (iii) spring wheat, and
- (iv) mixed grain,

the moisture content of which does not exceed 14 per cent;

(s) "squash" means squash produced in Ontario,

(i) for processing under a contract between a grower and a processor, and

(ii) on acreage or for tonnage specified in such contract;

(t) "wax beans" means wax beans produced in Ontario,

(i) for processing under a contract between a grower and a processor, and

(ii) on acreage or for tonnage specified in such contract. O. Reg. 348/78, s. 1.

2. The following agricultural crops are designated as insurable crops:

1. Apples.

2. Beets.
3. Cabbage.
4. Carrots.
5. Cauliflower.
6. Coloured beans.
7. Corn.
8. Cucumbers.
9. Flax.
10. Forage.
11. Grapes.
12. Green beans.
13. Lima beans.
14. Onions.
15. Peaches.
16. Pears.
17. Peas.
18. Peppers.
19. Plums.
20. Potatoes.
21. Pumpkins.
22. Seed corn.
23. Sour cherries.
24. Soybeans.
25. Spring grain.
26. Spring wheat.
27. Squash.
28. Strawberries.
29. Sweet cherries.
30. Sweet corn.
31. Tobacco.
32. Tomatoes.
33. Wax beans.
34. White beans.
35. Winter wheat. O. Reg. 348/78, s. 2.

REGULATION 231

under the Crop Insurance Act (Ontario)

CROP INSURANCE PLANS—GENERAL

INTERPRETATION

1. In this Regulation,

- (a) "owner-operator" means a person who owns and operates a farm;
- (b) "tenant-operator" means a person who leases and operates a farm he does not own. R.R.O. 1970, Reg. 156, s. 1.

DESIGNATION OF INSURABLE PERSONS

2. Where a plan is established in respect of an insurable crop, any owner-operator or tenant-operator of a farm in Ontario who produces the insurable crop on such farm is designated as an insurable person for the purpose of the plan. R.R.O. 1970, Reg. 156, s. 2.

CONTRACTS OF INSURANCE

3.—(1) Unless otherwise provided in any plan, a contract of insurance shall be in Form 1.

(2) A contract of insurance in Form 1 shall be issued to an insured person when he makes his initial contract of insurance with the Commission. R.R.O. 1970, Reg. 156, s. 3.

4. The Commission shall not make a contract of insurance under a plan without an application therefor in the form and manner prescribed by the plan. R.R.O. 1970, Reg. 156, s. 4.

5.—(1) The Commission may refuse to make a contract of insurance with an applicant for crop insurance,

- (a) where, in the opinion of the Commission, the applicant has a substantial interest in more than one crop of the same designation; or
- (b) for any other reason that the Commission considers proper. O. Reg. 97/77, s. 1.

(2) Where the Commission refuses to make a contract of insurance, it shall refund to the applicant the premium deposit, if any, that accompanied the application. R.R.O. 1970, Reg. 156, s. 5 (2).

6. Where crops of the same designation are insured under separate contracts or otherwise distinguished and the Commission is of the opinion that,

- (a) one person or group of persons has a substantial interest in such crops; or
- (b) the harvested yields of the crops have been intermingled,

the Commission may deny liability on any or all of the contracts, or it may combine the yields and treat the contracts as one. O. Reg. 281/80, s. 1.

7. Where an insurable person has applied for insurance coverage on one or more fruit crops and fails to pay the full premium owing in respect of each application at the time prescribed in the plan, the Commission may cancel the coverage on any or all of the fruit plans applied for and, in such case, no part of the premium deposits paid shall be refunded. O. Reg. 97/77, s. 2, *part*.

INSURABLE ACREAGE

8. Unless otherwise provided in any plan, no acreage from which a crop has been harvested during the current crop year shall be eligible for insurance coverage. O. Reg. 97/77, s. 2, *part*.

Form 1

*Crop Insurance Act (Ontario)*

CONTRACT OF INSURANCE

BETWEEN:

THE CROP INSURANCE COMMISSION OF ONTARIO, hereinafter referred to as "THE COMMISSION",

OF THE FIRST PART;

and

.....  
of the.....of.....  
in the County (or as the case may be) of .....  
hereinafter referred to as "THE INSURED PERSON",

OF THE SECOND PART;

WHEREAS the insured person has applied for a contract of insurance under the *Crop Insurance Act (Ontario)* and the regulations and has paid a deposit premium in respect thereof;

Now THEREFORE, subject to,

- (a) the *Crop Insurance Act (Ontario)*;
- (b) the regulations made thereunder; and
- (c) the endorsement respecting an insured crop,

where in a crop year the insured person suffers a loss in the production of an insured crop from one or more of the perils designated in the plan for such crop, the Commission, subject to the terms and conditions hereinafter set forth, agrees to indemnify the insured person in respect of such loss.

#### TERMS AND CONDITIONS

##### INSURED CROP

1. In this contract an insured crop means an insurable crop in respect of which,

- (a) a plan has been established; and
- (b) an endorsement under such plan is in force.

##### EXTENT OF INSURANCE

2.—(1) The insured person shall offer for insurance all acreage seeded in each crop year to an insured crop on the farm or farms operated by him in Ontario, and, subject to subparagraph (2), this contract applies to all such acreage.

(2) This contract does not apply to acreage,

- (a) seeded to an insured crop that,
  - (i) was not adequately prepared for cropping purposes,
  - (ii) was seeded after the final date prescribed for seeding in the plan, or
  - (iii) in the opinion of the Commission, is not insurable; or
- (b) on which an insured crop is a volunteer crop.

##### CAUSES OF LOSS NOT INSURED AGAINST

3. This contract does not insure against, and no indemnity shall be paid in respect of a loss in production of an insured crop resulting from,

- (a) the negligence, misconduct or poor farming practices of the insured person or his agents or employees; or
- (b) a peril other than the perils designated in the plan for the insured crop.

#### MISREPRESENTATION, VIOLATION OF CONDITIONS OR FRAUD

4. Where, in respect of an insured crop, the insured person,

- (a) in his application for insurance or a final acreage report,
  - (i) gives false particulars of the insured crop to the prejudice of the Commission, or
  - (ii) knowingly misrepresents or fails to disclose any fact required to be stated therein;
- (b) contravenes a term or condition of the contract of insurance;
- (c) commits a fraud; or
- (d) wilfully makes a false statement in respect of a claim under the contract of insurance,

a claim by the insured person is invalid and his right to recover indemnity is forfeited.

#### WAIVER OR ALTERATION

5. No term or condition of this contract or of an endorsement shall be deemed to be waived or altered in whole or in part by the Commission unless the waiver or alteration is clearly expressed in writing signed by the Commission or a representative authorized for that purpose by the Commission.

#### INTEREST OF OTHER PERSONS

6. Notwithstanding that a person other than the insured person holds an interest of any kind in an insured crop, for the purposes of this contract,

- (a) the interest of the insured person in the insured crop is deemed to be the full value of the total guaranteed production; and
- (b) except as provided in paragraph 7, no indemnity shall be paid to any person other than the insured person.

#### ASSIGNMENT OF RIGHT TO INDEMNITY

7. The insured person may assign all or part of his right to indemnity under this contract in a crop year in respect of an insured crop but an assignment is not binding on the Commission and no payment of indemnity shall be made to an assignee unless the Commission consents thereto in writing.

#### NOTICE OF LOSS OR DAMAGE

8.—(1) Where loss or damage to an insured crop results from one or more of the perils insured against and the insured person intends to abandon

or destroy the insured crop, or to reseed or use the seeded acreage for another purpose, the insured person shall notify the Commission in writing of such intention and shall take no further action without the consent in writing of the Commission.

(2) Where loss or damage to an insured crop results from one or more of the perils insured against and the damage was occasioned at a readily ascertainable time, the insured person shall notify the Commission in writing within five days of such time.

(3) Where loss or damage to the insured crop results from one or more of the perils insured against and it appears, or ought reasonably to appear, to the insured person at any time after planting and before the completion of harvesting of the insured crop that the production of the insured crop may thereby be reduced, the insured person shall, as soon as the loss or damage is apparent, notify the Commission in writing forthwith.

(4) Notwithstanding any notice given by the insured person under this paragraph, where on completion of harvesting of an insured crop,

- (a) the actual production is less than the total guaranteed production; and
- (b) the loss in production resulted from one or more of the perils insured against,

the insured person shall notify the Commission in writing within five days of completion of harvesting.

#### ABANDONMENT, DESTRUCTION OR ALTERNATE USE

9.—(1) No acreage seeded to an insured crop shall be put to another use and no insured crop shall be abandoned or destroyed until the Commission has appraised the potential production of the acreage.

(2) An appraisal made under subparagraph (1) shall not be taken into account in the final adjustment of loss where the insured person harvests the appraised acreage.

#### ADJUSTMENT OF LOSS

10.—(1) The indemnity payable for loss or damage to an insured crop shall be determined in the manner prescribed by the endorsement for the insured crop.

(2) The Commission may cause the production of an insured crop to be appraised by any method that it considers proper.

(3) The loss in respect of an insured crop and the amount of indemnity payable therefor shall be determined separately for each insured crop.

(4) No indemnity shall be paid for a loss in respect of an insured crop unless the insured person establishes,

- (a) the actual production obtained from the insured crop for the crop year; and
- (b) that the loss in production in the crop year resulted directly from one or more of the perils insured against.

#### PROOF OF LOSS

11.—(1) A claim for indemnity in respect of an insured crop shall be made on a proof of loss form provided by the Commission and shall be filed with the Commission not later than sixty days after,

- (a) the completion of harvesting of the insured crop; or
- (b) the end of the crop year in which the loss occurred,

whichever is the earlier.

(2) Subject to subparagraph (3), a claim for indemnity shall be made by the insured person.

(3) A claim for indemnity may be made,

- (a) in the case of the absence or inability of the insured person, by his agent; or
- (b) in the case of the absence or inability of the insured person or on his failure or refusal to do so, by an assignee under an assignment made in accordance with paragraph 7.

#### ARBITRATION

12. Where the Commission and the insured person fail to resolve any dispute respecting the adjustment of a loss under this contract, the matter shall be determined by arbitration in accordance with the regulations.

#### TIME FOR PAYMENT OF INDEMNITY

13.—(1) Except as otherwise provided in the endorsement for an insured crop, no indemnity under this contract becomes due and payable until the end of the crop year in which the loss or damage was sustained.

(2) Where the indemnity payable by the Commission under this contract is established by the filing of a proof of loss form or by an award of an arbitrator or board of arbitration, it shall be paid within sixty days of the receipt by the Commission of the proof of loss form or award, as the case may be.

(3) Nothing in this paragraph prevents the Commission from paying indemnity under this contract at an earlier date.

SUBROGATION

14. Where the Commission has paid a claim under this contract, the Commission is subrogated to the extent thereof to all rights of recovery of the insured person against any person and may bring action in the name of the insured person to enforce those rights.

RIGHT OF ENTRY

15. The Commission has a right of entry to the premises of the insured person that may be exercised by agents of the Commission at any reasonable time or times for any purpose related to the contract of insurance.

DEATH OR ASSIGNMENT UNDER  
THE BANKRUPTCY ACT

16. This contract terminates in respect of each insured crop at the end of the crop year in which the death of the insured person occurs or an authorized assignment is made by him under the *Bankruptcy Act* (Canada).

NOTICE

17.—(1) Any written notice to the Commission

shall be given by delivery thereof or by sending it by mail to the Commission.

(2) Written notice to the insured person shall be given by delivery thereof or by sending it by mail addressed to him at his last post office address on file with the Commission.

IN WITNESS WHEREOF The Crop Insurance Commission of Ontario has caused this contract of insurance to be signed by its general manager but the same shall not be binding upon the Commission until countersigned by a duly authorized representative thereof.

Countersigned and dated at \_\_\_\_\_, this  
day of \_\_\_\_\_, 19\_\_\_\_  
.....  
Duly Authorized                      General Manager  
Representative

R.R.O. 1970, Reg. 156, Form 1; O. Reg. 563/76, s. 1;  
O. Reg. 261/78, s. 1; O. Reg. 382/80, s. 1.

REGULATION 232

under the Crown Employees Collective Bargaining Act

GENERAL

1. For the purpose of subsection 1 (2) of the Act, the employer may be represented,

- (a) in the case of the Liquor Control Board of Ontario or the Liquor Licence Board of Ontario, by the Liquor Control Board of Ontario and the Liquor Licence Board of Ontario;
- (b) in the case of the Workmen's Compensation Board, by the Workmen's Compensation Board;
- (c) in the case of The Niagara Parks Commission, by The Niagara Parks Commission; and
- (d) in the case of the Ontario Housing Corporation in respect of the employees employed in the work of the Ontario Housing Corporation within the classifications in the bargaining unit designated in section 10, by the Ontario Housing Corporation. O. Reg. 577/72, s. 1.

2. The particulars required by clauses 47 (1) (a) to (f) of the Act and the certification required by the said subsection (1) shall be in Form 1. O. Reg. 577/72, s. 2.

3. The statement of income and expenditure required by subclause 47 (1) (f) (ii) of the Act shall be in Form 2. O. Reg. 577/72, s. 3.

4. The affidavit required by subsection 47 (2) of the Act shall be in Form 3. O. Reg. 577/72, s. 4.

5.—(1) A statement of income and expenditure in Form 2 shall contain a statement of the net dues and assessments of the employee organization.

(2) A statement of the net dues and assessments of an employee organization,

- (a) shall include amounts of money received or receivable from members of the employee organization on account of initiation fees, per capita dues, assessments or fines; and
- (b) shall not include an amount received or receivable from a member of the employee organization for transmission as the contribution of the member to a pension or welfare plan that is not administered by the employee organization.

(3) In this section, "members of the employee organization" includes a person who pays dues to the employee organization or amounts of money in lieu of such dues whether or not such person is a member of the employee organization or of any local or branch thereof. O. Reg. 577/72, s. 5.

6.—(1) The remuneration of,

- (a) a member of a board, other than the chairman, appointed under section 11 of the Act; or
- (b) an adjudicator, other than the chairman, appointed under section 38 of the Act,

shall be,

- (c) for sitting at a hearing of the board or the Tribunal,
  - (i) where the hearing is held on one day, for the day . . . . . \$150
  - (ii) where the hearing is held on one-half day, for the day . . . . . 125
  - (iii) where the hearing or two or more hearings are held on two or more consecutive days, for the first day . . . . . 150and for each additional consecutive day . . . . . 100
- (iv) where the member of a board or the adjudicator is engaged in preparing and writing a decision, document, order, declaration, determination, ruling or stated case, for each day . . . . . 100

(2) A member of the Tribunal or of a board shall be reimbursed for accommodation, travel and other expenses that are necessarily, actually and reasonably incurred in connection with the work of the board or Tribunal. O. Reg. 577/72, s. 6.

7.—(1) The persons who are employed in the work of the Liquor Control Board of Ontario or of the Liquor Licence Board of Ontario in the classifications in Schedule 1, other than those persons who are employed on a seasonal, casual or part-time basis, are designated as a unit of employees that is an appropriate bargaining unit for collective bargaining purposes under the Act.

(2) The Ontario Liquor Boards Employees' Union is designated as the employee organization that shall have representation rights in relation to the bargaining unit referred to in subsection (1). O. Reg. 577/72, s. 7.

8.—(1) All persons who are employed in the work of The Niagara Parks Commission other than,

- (a) foremen;
- (b) supervisors;
- (c) persons above the rank of foreman or supervisor;
- (d) persons performing duties involving the use or knowledge of confidential information relating to employee relations or budgets;
- (e) persons employed in the work of The Niagara Parks Commission Police Department;
- (f) persons whose working hours do not normally exceed twenty-four hours per week; and
- (g) persons who are employed on a seasonal basis,

are designated as a unit of employees that is an appropriate bargaining unit for collective bargaining purposes under the Act.

(2) The Ontario Public Service Employees' Union is designated as the employee organization that shall have representation rights in relation to the bargaining unit referred to in subsection (1). O. Reg. 577/72, s. 8.

9. All persons employed in the work of The Niagara Parks Commission in The Niagara Parks Commission Police Department, other than staff sergeants, sergeants and persons who are employed on a seasonal basis, are designated as a unit of employees that is an appropriate bargaining unit for collective bargaining purposes, and The Ontario Public Service Employees' Union is designated as the employee organization that shall have representation rights in relation to such bargaining unit. O. Reg. 577/72, s. 9.

10. All persons employed in the work of Ontario Housing Corporation within The Municipality of Metropolitan Toronto other than,

- (a) foremen;
- (b) office staff;
- (c) persons appointed under the *Public Service Act*; and
- (d) persons in the temporary service class who are not members of Local 767 of the Canadian Union of Public Employees by reason of their membership in another organization,

are designated as a unit of employees that is an appropriate bargaining unit for collective bargaining purposes, and Local 767 of the Canadian Union of Public Employees is designated as the employee organization that shall have representation rights in relation to such bargaining unit. O. Reg. 577/72, s. 10.

11. All public servants other than,

- (a) the persons who are not employees within the meaning of clause 1 (1) (f) of the Act; and
- (b) the persons in the classifications of positions set out in column 2 of Schedule 2,

are designated as a unit of employees that is an appropriate bargaining unit for collective bargaining purposes under the Act, and The Ontario Public Service Employees' Union is designated as the employee organization that shall have representation rights in relation to such bargaining unit. O. Reg. 577/72, s. 11.

12. Forms 4 to 40 are prescribed for use as provided in the rules made by the Tribunal under subsection 43 (1) of the Act. O. Reg. 150/73, s. 1, *part*.

13. A copy of a decision of the Grievance Settlement Board for filing in the office of the Registrar of the Supreme Court under subsection 19 (6) of the Act shall be in Form 41. O. Reg. 150/73, s. 1, *part*.

14. A statement of the suspension of the autonomy of an employee organization under section 46 of the Act shall be in Form 42. O. Reg. 150/73, s. 1, *part*.

15. An affidavit of service of a summons to a witness shall be in Form 43. O. Reg. 150/73, s. 1, *part*.

**Schedule 1**

Clerk Grade 1  
 Clerk Grade 2  
 Clerk Grade 3  
 Clerk Grade 4  
 Clerk Grade 5  
 Comptometer Operator  
 Draftsman  
 Electric Computer Operator 1  
 Electric Computer Operator 2  
 Junior Management Services Officer  
 Key Punch Operator 1  
 Key Punch Operator 2  
 Key Punch Operator 3  
 Laboratory Technician 1  
 Laboratory Technician 2  
 Laboratory Technician 3  
 Licence Inspector 1  
 Licence Inspector 2  
 Liquor Store Clerk 2  
 Liquor Store Clerk 3  
 Liquor Store Clerk 4  
 Liquor Store Manager 1  
 Liquor Store Manager 2  
 Liquor Store Manager 3  
 Senior Wine Consultant  
 Stationary Engineer  
 Stenographer Grade 1  
 Stenographer Grade 2  
 Stenographer Grade 3  
 Typist Grade 1  
 Typist Grade 2  
 Typist Grade 3  
 Warehouse Foreman 1  
 Warehouse Foreman 2  
 Warehouseman 2  
 Warehouseman 3  
 Warehouseman 4  
 Wine Consultant  
 Wine Consultant Trainee

O. Reg. 577/72, Sched. 1.

**Schedule 2**

COLUMN 1	COLUMN 2
SOCIAL SERVICES Training	Apprenticeship Counsellor 2 Apprenticeship Counsellor 3 Community Development Supervisor Development Officer 3, Industrial Training Director of Citizenship Director, Human Rights Commission Director of Industrial Training Director, Women's Bureau

COLUMN 1	COLUMN 2
	Director, Youth and Recreation Branch Human Rights Commission Supervisor 1 Human Rights Commission Supervisor 2 Standards Officer 3, Industrial Training Executive Director, Community Services Division
Library	Librarian 4 Librarian 5
Historical	Archivist 4 Archivist of Ontario Historical Research Officer 3
Social Work	Assistant Director of Probation Services Chairman, Parole Board Chaplain 3 Child Care Worker 4 Child Care Worker 5 Child Care Worker 6 Child Welfare Supervisor 2 Counsellor 4 (Residential Life) Counsellor 5 (Residential Life) Director of Chaplain Services, Ministry of Correctional Services Director, Child Welfare Branch Director, Day Nurseries Branch Director, Field Services, Ministry of Community and Social Services Director of Probation Services Director of Rehabilitation Services Director, Ministry of Community and Social Services Director of Training and Staff Development, Ministry of Community and Social Services Field Worker 3, Homes for Special Care Hospital Activity Services Director 1 Hospital Activity Services Director 2 Hospital Activity Services Director 3 Instructor 4 (Occupational) Member, Parole Board Observation & Detention Home Supervisor 1 Observation & Detention Home Supervisor 2 Observation & Detention Home Supervisor 3 Probation Officer 4 Probation Staff Development Officer Regional Welfare Administrator 1 Regional Welfare Administrator 2 Regional Welfare Administrator 3 Regional Welfare Administrator 4 Rehabilitation Adviser, Ministry of Health Rehabilitation Officer 3, Ministry of Correctional Services Rehabilitation Officer 4, Ministry of Correctional Services Rehabilitation Officer 5(a), Ministry of Correctional Services Rehabilitation Officer 5(b), Ministry of Correctional Services Rehabilitation Officer 6, Ministry of Correctional Services Rehabilitation Officer 3, Ministry of Health Staff Training Officer, Ministry of Community and Social Services Social Work Supervisor 1 Social Work Supervisor 2 Social Work Supervisor 3 Social Work Supervisor 4 Unit Program Director Vice-Chairman, Parole Board Welfare Field Supervisor Welfare Institutions Supervisor

COLUMN 1	COLUMN 2
Psychological	Adviser in Psychology Adviser, Speech Pathology Audiological Supervisor Director of Psychology, Ministry of Correctional Services Director of Research, Ministry of Correctional Services Psychologist 2 Psychologist 3
Nursing	Adviser in Nursing Nurse 4, General Nurse 5, General Nurse 6, General Nurse 7, General Nurse 3, Nursing Education Nurse 4, Nursing Education Nurse 5, Nursing Education Nurse 4, Public Health
Occupational and Physical Therapy	Adviser, Occupational and Physical Therapy Occupational Therapist 4 Occupational Therapist 5
Planning and Development	Community Planner 5 Community Planner 6 Deputy Managing Director, Ontario Development Corporation Director, Indian Community Development Services Branch Industrial Development Officer 4 Industrial Development Officer 5 Industrial Development Officer 6 Technical Consultant Supervisor
OPERATIONAL SERVICES Heating and Power	Steam Plant Chief 1 Steam Plant Chief 2 Steam Plant Chief 3 Steam Plant Chief 4 Steam Plant Chief 5 Steam Plant Chief 6 General Superintendent of Mechanical Services Supervisor of Mechanical Services
Printing	Legislative Assistant Editor Legislative Editor Printing Contracts Supervisor
Aircraft Maintenance	Assistant Plant Superintendent, Air Service Plant Superintendent, Air Service
General Skilled Trades	Assistant Supervisor of Electrical Devices Chief Instrument Repairman Construction Superintendent 1 Construction Superintendent 2 Construction Superintendent 3 Construction Superintendent 4 Maintenance Superintendent 2 Maintenance Superintendent 3 Maintenance Superintendent 4 Maintenance Superintendent 5 Preparator 2 Preparator 3 Preparator 4 Services Supervisor 1

COLUMN 1	COLUMN 2
	Services Supervisor 2 Services Supervisor 3 Sign Painter Supervisor Supervisor of Electrical Crews Supervisor of Electrical Devices Supervisor of Electrical Services Telephone Services Supervisor 1 Telephone Services Supervisor 2
Construction and Installation Inspection	Adviser, Air Pollution Inspection Boiler Inspector Supervisor 2 Chief Officer, Operating Engineers Branch Construction Inspector Elevator Inspector 2 Elevator Inspector 3 Elevator Inspector 4 Industrial Safety Officer 1 Industrial Safety Officer 2 Inspector 3, Air Pollution Registration and Operations Officer Operating Engineers Branch Technician 4, Fuel Technician 5, Fuel Technician 6, Fuel
Vehicle Maintenance	Assistant Garage Superintendent, Parliament Buildings Garage Superintendent, Parliament Buildings Highway Equipment Instructor 3 Highway Equipment Instructor 4 Highway Equipment Supervisor 1 Highway Equipment Supervisor 2 Highway Equipment Supervisor 3 Highway Mechanic Foreman Inspector 3, Vehicle Inspection Inspector 4, Vehicle Inspection
Vehicle Operation	Driver Attendant, Minister Driver Attendant, Prime Minister Driver Supervisor Traffic Patrol Supervisor, Ministry of Transportation and Communications
Mine Rescue Training	Mine Rescue Training Officer 3
Highway and Canal Maintenance	Highway Equipment Instructor 1 Highway Equipment Instructor 2 Highway General Foreman 2 Highway Maintenance Supervisor Highway Patrolman Highway Patrol Supervisor Highway Services Supervisor Inspector of Weighmen and Checkers 1 Inspector of Weighmen and Checkers 2 Maintenance Foreman Toll Bridge Vehicle and Construction Equipment Supervisor Water Level Control Supervisor Zone Painting Supervisor
Ferry Operations	Ferry Captain Senior Ferry Captain 1 Senior Ferry Captain 2

COLUMN 1	COLUMN 2
Forestry and Biology	Chief Arboriculturist Resource Technician, Senior 1 Resource Technician, Senior 2 Resource Technician, Senior 3 Resource Technician, Senior 4
Agricultural Services	Agricultural Worker 4 Agricultural Worker 5 Agricultural Worker 6 Dairy Herd Improvement Officer 2 Farm Products Inspector 3 Horticulturist Manager 2, Farms and Gardens Meat Inspector 2
Cleaning and Caretaking	Buildings Caretaker 3 Buildings Caretaker 4 Buildings Caretaker 5 Buildings Caretaker 6 Buildings Caretaker 7 Buildings Cleaner and Helper 3 Buildings Cleaner and Helper 4 Buildings Superintendent Hospital Housekeeper 1 Hospital Housekeeper 2
Correctional	Chief Provincial Bailiff Correctional Officer 4 Correctional Officer 5 Correctional Officer 6 Correctional Officer 7 Industrial Officer 4 Industrial Officer 5 Industries Technician Staff Training Officer, Ministry of Correctional Services Supervisor of Juveniles 4 Supervisor of Juveniles 5 Supervisor of Juveniles 6
Institutional Care	Athletics Supervisor and Dean of Men Attendant 5, Oak Ridge Attendant 6, Oak Ridge Attendant 7, Oak Ridge Instructor 3(a), Recreation and Crafts Instructor 3(b), Recreation and Crafts Instructor 4, Recreation and Crafts Recreation Officer 3, Ministry of Correctional Services Recreation Officer 4, Ministry of Correctional Services Security Supervisor
Personal Services	Cook 3 Cook 4 Cook 5 Cook 6 Laundry Manager 1 Laundry Manager 2 Laundry Manager 3 Laundry Manager 4 Supervisor 1, Food Service Supervisor 2, Food Service Tailor Supervisor, Ontario Provincial Police

COLUMN 1	COLUMN 2
Supply	Area Supply Supervisor Central Stores Supervisor Clerk 7, Supply Clerk 8, Supply Materials Control Supervisor
Radio Operations	
General Operational	Artisan 4 Millman 3
ADMINISTRATIVE SERVICES	
Legal	Master, Supreme Court of Ontario Registrar, Office of the Mining Commissioner Senior Master, Supreme Court of Ontario Vice-Chairman 1, Ontario Labour Relations Board Vice-Chairman 2, Ontario Labour Relations Board
Financial	Accounting Supervisor 1 Accounting Supervisor 2 Accounting Supervisor 3 Accounting Supervisor 4 Actuary 1 Actuary 2 Actuary 3 Financial Officer 1 Financial Officer 2 Financial Officer 3 Financial Officer 4 Financial Officer 5 Financial Officer 6 Financial Officer 7 Financial Officer 8 Financial Officer 9 Financial Officer, Trainee
Municipal Services	Assessment Supervisor 1 Assessment Supervisor 2 Assessment Supervisor 3 Assessment Supervisor 4 Supervisor 3, Municipal Organization & Administration
Property	Accommodation Officer 3 Accommodation Officer 4 Property Administrator 2 Real Estate Officer 1 Real Estate Officer 2 Real Estate Officer 3 Real Estate Officer 4 Real Estate Officer 5 Real Estate Officer 6 Realty Appraiser 3
Purchasing	Chief Purchasing Officer Purchasing Officer 3 Senior Purchasing Officer Superintendent of Supply

COLUMN 1	COLUMN 2
Personnel	<p>Employee Counsellor            Personnel Administrator 1            Personnel Administrator 2            Personnel Administrator 3            Personnel Administrator 4            Personnel Administrator 5            Personnel Administrator 6            Personnel Trainee            Staff Relations Officer</p>
Public Relations	<p>Director of Immigration            Director, Information Branch            Editor, Technical Publications            Immigration Officer, Senior            Press Relations Supervisor            Public Health Educator            Tourist Industry Officer 4</p>
Management Services	<p>Assistant Manager 1, Electronic Data Processing            Manager 1, Electronic Data Processing            Management Services Officer 3            Management            Management Services Officer 5            Management Services Officer 6            Management Services Officer 7            Management Services Officer 8            Management Services Officer 9</p>
Labour Relations	<p>Conciliation Officer 1            Conciliation Officer 2            Conciliation Officer 3            Conciliation Officer 4            Examiner 1, Ontario Labour Relations Board            Examiner 2, Ontario Labour Relations Board            Field Officer, Ontario Labour Relations Board</p>
Institutional	<p>Assistant Administrator, Jails Branch            Assistant Superintendent, Ministry of Correctional Services            Deputy Superintendent 1, Ministry of Correctional Services            Deputy Superintendent 2, Ministry of Correctional Services            Deputy Superintendent, Jails            Executive Trainee, Ministry of Correctional Services            Inspector, Ministry of Correctional Services            Jail Superintendent 1            Jail Superintendent 2            Jail Superintendent 3            Jail Superintendent 4            Jail Superintendent 5            Jail Superintendent 6            Reformatory Superintendent 1            Reformatory Superintendent 2            Reformatory Superintendent 3            Training School Superintendent 1            Training School Superintendent 2</p>
General Administration	<p>Administrative Officer            Assistant Clerk of the Legislative Assembly            Assistant Registrar, Ministry of Education            Clerk of the Executive Council            Clerk 6, General            Clerk 7, General</p>

COLUMN 1	COLUMN 2
	Deputy Director Registration (O.S.C.) Director 1, Administrative Services Director 2, Administrative Services Director 3, Administrative Services Director of Claims, M.S.I.D. Director of Municipal Pensions Editor 1 (Hansard) Editor 2 (Hansard) Executive Officer 1 Executive Officer 2 Executive Officer 3 Member, Ontario Highway Transport Board Northern Affairs Officer 1 Northern Affairs Officer 2 Northern Affairs Officer 3 Program Analysis Co-Ordinator 1 Program Analysis Co-Ordinator 2 Program Analysis Co-Ordinator 3 Program Analyst 1 Program Analyst 2 Program Analyst 3 Records Officer 1 Records Officer 2 Records Officer 3 Regional Co-Ordinator 1, O.H.I.C. Regional Co-Ordinator 2, O.H.I.C. Regional Services Manager 1 Regional Services Manager 2 Registrar of Collection Agencies Registrar, Ontario Labour Relations Board Registrar of Private Investigators and Security Guards Superintendent, Public Housing Supervisor of Operations Treasury Board Officer 1 Treasury Board Officer 2 Treasury Board Officer 3 Treasury Board Officer 4 Treasury Board Officer 5
Institutional Administration	Assistant Hospital Business Administrator 1 Assistant Hospital Business Administrator 2 Assistant Hospital Business Administrator 3 Bursar 2 Bursar 3 Bursar 4 Bursar 5 Director, Hospital Management Services Hospital Administrator 1 Hospital Administrator 2 Hospital Business Administrator 1 Hospital Business Administrator 2 Hospital Business Administrator 3
Labour Standards	Employment Standards Officer 1 Employment Standards Officer 2 Employment Standards Officer 3
Land and Mining Registration	Chief Mining Recorder Mining Recorder

COLUMN 1	COLUMN 2
Buildings Management	Manager 1, Buildings Management Manager 2, Buildings Management Manager 3, Buildings Management Manager 4, Buildings Management Manager 5, Buildings Management Manager 6, Buildings Management
Education	Adviser, Elementary School Correspondence Courses Assistant Superintendent, O.S.B., O.S.D. Education Officer 4 Education Officer 5 Education Officer 6 Education Officer 7 Principal 1, Ontario School for the Retarded Principal 2, Ontario School for the Retarded Principal 3, Ontario School for the Retarded Principal 1, Teachers' College Principal 2, Teachers' College Vice-Principal, Teachers' College Vocational Training Supervisor 2
Economics and Statistics	Economist 1 Economist 2 Economist 3 Economist 4 Economist 5 Economist 6 Economist 7 Statistician 4
Senior Administrators	Executive Officer, 1, Office of the Premier Executive Officer 2, Office of the Premier Executive Officer 3, Office of the Premier Supervisor of Racing Vice-Chairman, Ontario Energy Board Vice-Chairman, Ontario Highway Transport Board
Program Executives	Program Executive 1 Program Executive 2 Program Executive 3 Program Executive 4 Program Executive 5
SCIENTIFIC AND TECHNICAL SERVICES	
Architecture and Interior Design Architecture	Architectural Job Captain 3 Architectural Officer 1 Architectural Officer 2 Chief of Contracts Specification Editor 3
Interior Design	Exhibition Designer 3 Exhibition Designer 4 Exhibition Designer 5 Interior Design Supervisor
Engineering	Access Roads Manager Access Roads Superintendent Chief Inspector (Drilling and Production)

COLUMN 1	COLUMN 2
	Claims Engineer Engineer of Mines 1 Engineer of Mines 2 Engineer of Mines 3 Engineering Officer 2 Engineering Officer 3 Engineering Officer 4 Engineering Officer 5 Estimator 3, Engineering Audit Executive Engineer Highway District Engineer 1 Highway District Engineer 2 Superintendent of Engineering Audits Superintendent of Equipment Technician 1, Construction Technician 2, Construction Technician 3, Construction Technician 4, Construction Technician 1, Engineering Audit Technician 2, Engineering Audit Technician 3, Engineering Audit Technician 4, Engineering Audit Technician 5, Engineering Audit Technician 2, Engineering Office Technician 3, Engineering Office Technician 4, Engineering Office Technician 1, Engineering Survey Technician 2, Engineering Survey Technician 3, Engineering Survey Technician 4, Engineering Survey Technician 4, Road Design
Geological	Assistant Director, Geological Branch Geologist 1 Geologist 2 Geologist Assistant 4 Senior Geologist
Land Surveying	Chief Inspector of Surveys Director of Legal Surveys Inspector of Surveys 1 Inspector of Surveys 2 Inspector of Surveys 3 Legal Survey Examiner 4 Surveyor 1 Surveyor 2 Technician 1, Legal Survey Technician 2, Legal Survey Technician 3, Legal Survey
Drafting and Design	Bridge Materials Officer 3 Commercial Artist 3 Draftsman 3 Senior Draftsman
Photogrammetry and Stereoplotting	Cartographer 5 Cartographer 6 Cartographer 7 Photogrammetrist 4 Photogrammetrist 5

COLUMN 1	COLUMN 2
Agricultural	Agricultural Officer 2 Agricultural Officer 3 Agricultural Officer 4 Agricultural Representative Agricultural Specialist 3, Dairy Lecturer 4(a), Agricultural School Lecturer 4(b), Agricultural School Supervising Farm Products Inspector
Conservation	Biologist 3 District Administrator 1, Ministry of Natural Resources District Administrator 2, Ministry of Natural Resources Forester 3 Forester 4 Forester 5 Instructor 3, Ontario Forest Ranger School Parks Planner 2 Parks Planner 3 Recreational Land Use Planner Resources Manager 3 Resources Manager 4 Section Supervisor 1, Ministry of Natural Resources Section Supervisor 2, Ministry of Natural Resources Senior Biologist
Aircraft Operation	Check Pilot
Dental	Adviser 1, Public Health Dentistry Adviser 2, Public Health Dentistry
Medical	Branch Director, Mental Health Chairman, Medical Advisory Board Director of Coroners Medical Officer 1, Ministry of Correctional Services Medical Officer 2, Ministry of Correctional Services Medical Officer 3, Ministry of Correctional Services
Pharmaceutical	Cataloguer, Drugs and Biologicals Co-Ordinator 1, Drug Pricing Co-Ordinator 2, Drug Pricing
Veterinary	Veterinary Scientist 3 Veterinary Scientist 4 Veterinary Scientist 5 Veterinary Scientist 6
Health Inspection and Investigation	Chief Industrial Health Counsellor Pesticides Control Officer 3 Public Health Inspector 5
Home Economics and Nutrition	Dietitian 1 Dietitian 2(a) Dietitian 2(b) Dietitian 3 Food Services Administrator Home Economist Supervisor 1 Home Economist Supervisor 2 Nutritionist 2
Medical Equipment and Operation	Technician, X-Ray Supervisor

COLUMN 1	COLUMN 2
Research	Chief Research Scientist, Ministry of Agriculture and Food Research Officer 3, Ministry of Transportation and Communications Research Officer 4, Ministry of Transportation and Communications Research Officer 5, Ministry of Transportation and Communications Research Scientist 3, Ministry of Agriculture and Food Research Scientist 4, Ministry of Agriculture and Food Research Scientist 3, Ministry of Natural Resources Research Scientist 4, Ministry of Natural Resources Research Scientist 5, Ministry of Natural Resources Research Supervisor 1, Ministry of Natural Resources Research Supervisor 2, Ministry of Natural Resources
Testing and Analysis	Administrator 1, Laboratory Services Administrator 2, Laboratory Services Firearms Examiner 3 Laboratory Director, Class "A" Laboratory Laboratory Director, Class "B" Laboratory Laboratory Director, Class "C" Laboratory Manager, Timiskaming Testing Laboratory Meterologist Scientist 5 Senior Radiation Protection Physicist Technician 5, Chemical Laboratory Technician 5, Physical Laboratory Technician 5, Medical Laboratory
Photographic	Manager, Photographic Reproduction Unit Photographer 3, Laboratory Publicity Photographer 3 Technician 7, Photographic
Communications	Communications Supervisor Communications Technician 3 Highways Communications Supervisor Electronics Supervisor 1, Ministry of Government Services Electronics Supervisor 2, Ministry of Government Services
Traffic Analysis	Traffic Analyst 4 Traffic Analyst 5 Traffic Analyst 6 Technician 4, Traffic Technician 5, Traffic
GENERAL SERVICES	
Transportation Inspection	Driver Examiner 3 Driver Examiner 4 Driver Examiner 5 Inspector 3, Ministry of Transportation and Communications Inspector of Signs and Buildings Permits 4 Highway Carrier, Supervising Inspector 2 Review Supervisor 1 Review Supervisor 2 Service Areas Manager
Entertainment Inspection	Assistant Director, Theatres Branch Director, Theatres Branch
Investigative	Chief Investigator, Ontario Securities Commission Fires Services Investigator 3 Investigator 2, Agricultural Products

COLUMN 1	COLUMN 2
Fire Services	Deputy Fire Marshal Director of Ontario Fire College Fire Chief Fire Marshal Fire Services Adviser 3
Court Reporting	Chief Supreme Court Reporter Court Reporter 3 Court Reporter 4 Supreme Court Reporter 2
General Administrative Services General	Administrative Assistant 1, Office of the Premier Administrative Assistant 2, Office of the Premier Administrative Assistant 3, Office of the Premier Clerk 5, Filing Coroner's Clerk 2 Deputy Senior 1, Administration of Justice Deputy Senior 2, Administration of Justice Deputy Senior 3, Administration of Justice Supervisor 1, Medical Records Supervisor 2, Medical Records Supervisor 3, Medical Records Supervisor 4, Medical Records Travel Counsellor 3 Travel Counsellor 4 Travel Counsellor 5
Savings Office	Director, Savings Office Branch Inspector 3, Savings Office Manager 1, Savings Office Manager 2, Savings Office Manager 3, Savings Office Manager 4, Savings Office Supervisor of Branch Operations, Savings Office
Postal Service	Manager, Central Mail Service Postmaster, House of Assembly Post Office
Attendant and Messenger	Supervisor, Mail Unit
Telephone Services	Operator 3, Central Switchboard
Typing, Stenographic and Secretarial	Senior Secretary 1 Senior Secretary 2 Senior Secretary 3 Senior Secretary 4 Senior Secretary 5 Transcriber 1 (Hansard) Transcriber 2 (Hansard) Transcriber Co-Ordinator (Hansard)
Printing and Office Equipment	Manager, Central Duplicating Service Manager, Offset Printing Unit Operator 3, Bindery Equipment Operator 4, Microfilm Operator 5, Microfilm Operator 6, Microfilm Operator 4, Offset Equipment Operator 5, Offset Equipment Operator 4, Whiteprint Equipment

COLUMN 1	COLUMN 2
Data Processing	Computer Technician 3 Operator 3, Electronic Computer Operator 5, Key Punch Equipment Operator 6, Key Punch Equipment Operator 5, Tabulating Equipment Operator 6, Tabulating Equipment Operator 7, Tabulating Equipment Production Supervisor Supervisor, Data Processing, Civil Service Commission Supervisor, Data Processing, Registrar-General, Ministry of Consumer and Commercial Relations
Toll Collection Services	Toll Supervisor
Fingerprint Examiners	Fingerprint Examiner 4 Fingerprint Examiner 5
LAW ENFORCEMENT	Adviser, Ontario Police Commission Assistant Commissioner, Ontario Provincial Police Chief Instructor, Ontario Police College Commissioned Officer 1, Ontario Provincial Police Commissioned Officer 2, Ontario Provincial Police Commissioned Officer 3, Ontario Provincial Police Commissioned Officer 4, Ontario Provincial Police Commissioned Officer 5, Ontario Provincial Police Deputy Director, Ontario Police College Director, Ontario Police College Intelligence Officer, Ontario Police Commission Sergeant Major, Ontario Provincial Police
OTHER TYPING, STENOGRAPHIC AND SECRETARIAL	Secretaries to Assistant Deputy Ministers
MINISTRY OF COLLEGES AND UNIVERSITIES	Secretary to the Director, Applied Arts and Technology Branch Director General, Ontario Science Centre Secretary to Director General, Ontario Science Centre Executive Assistant to Director General, Ontario Science Centre Secretary to Executive Assistant to Director General, Ontario Science Centre
MINISTRY OF CORRECTIONAL SERVICES	Assistant Secretary to the Minister Secretary to Branch Administrator 1, Correctional Services Secretary to Branch Administrator 2, Correctional Services Secretary to Chief Accountant, Administrative and Financial Services Division Secretary to Chief Inspector Secretary to Director of After-Care Services Secretary to Director of Information Branch Secretary to Executive Assistant, Office of Deputy Minister Secretary to Executive Director, Administrative and Financial Services Division Secretary to Executive Director, Professional Services Division Secretaries to Superintendents, Institutions Secretaries to Superintendents, Training Schools Administrative Assistant to the Superintendent (Guelph) Secretarial Assistant (Treatment) (Guelph)
MINISTRY OF EDUCATION	Secretary to the Executive Assistant, Deputy Minister's Office Secretary to the Executive Assistant to the Minister Secretary to the Superintendent, Ontario School for the Blind Secretary to the Superintendent, Ontario School for the Deaf

COLUMN 1	COLUMN 2
	Secretary to the Director, School Business and Finance Branch Secretary to the Director, Provincial Schools Branch Secretary to the Director, Planning and Research Branch Secretary to the Director, Legislation Branch Secretary to the Director, Public Information Branch Assistant Secretary to the Deputy Minister Secretary to Chairman, Council on French Language Schools Chief Educational Officer, (Correspondence Courses)
MINISTRY OF THE ENVIRONMENT	Assistant Secretary to the Minister Secretary to the Executive Assistant to the Minister Secretary to Director, Legal Services Branch Secretary to Director, Strategic Planning Branch Secretary to Director, Information Services Branch Secretary to Director, Financial Services Branch Secretary to Director, Administrative Services Branch Secretary to Director, Water Quantity Branch Secretary to Director, Water Quality Branch Secretary to Director, Sanitary Engineering Branch Secretary to Director, Industrial Waste Branch Secretary to Director, Private Sewage Disposal Branch Secretary to Director, Project Development Branch Secretary to Director, Project Construction Branch Secretary to Director, Plant Operations Branch Secretary to Director, Air Quality Branch Secretary to Director, Waste Management Branch Secretary to Director, Laboratory Branch Secretary to Director, Research Branch
MINISTRY OF CONSUMER AND COMMERCIAL RELATIONS	Secretary to Chairman of Ontario Securities Commission Secretary to Director, Administrative Services Branch Secretary to Director, Insurance Branch Secretary to Director, Ontario Securities Commission Secretary to Superintendent of Insurance
MINISTRY OF HEALTH	Secretary to the Medical Director and Associate Medical Director Secretary to Branch Director, Mental Health Division Secretary to Assistant Hospital Administrators Secretary to Chief Epidemiology Service Secretary to Chief Public Health Veterinary Service Secretary to Chief Employee Health Service Secretary to Chief Maternal and Child Health Service Secretary to Chief Medical Rehabilitation and Chronic Care Service Secretary to Chief Occupational Health Service Secretary to Chief Tuberculosis Prevention Service Secretary to Director Administrative Services Branch Secretary to Director Claims Service (O.H.I.C.) Secretary to Director Environmental Health Services Branch Secretary to Director Financial Services Branch Secretary to Director Hospital Management Services Branch Secretary to Director Communications Branch Secretary to Director Laboratories Services Branch Secretary to Director Legal Branch Secretary to Director Local Health Services Branch Secretary to Director Medical Services Branch Secretary to Director Professional Services Branch Secretary to Director Special Projects Branch Secretary to Director Special Health Services Branch Secretary to Executive Assistant Environmental Health Services Branch

COLUMN 1	COLUMN 2
	Secretary to Executive Assistant Local Health Services Branch Secretary to Executive Assistant Mental Health Division Secretary to Executive Assistant Mental Hospitals Branch Secretary to Executive Assistant Mental Retardation Branch Secretary to Executive Assistant Public Health Division Secretary to Executive Assistant Special Health Services Branch Secretary to Hospital Administrators Secretary to Hospital Superintendents
MINISTRY OF THE ATTORNEY GENERAL	Audit Secretary Secretary to the Director Probation Services Secretary to the Executive Director Secretary, Office of the Minister
MINISTRY OF LABOUR	Secretary to the Director, Safety and Technical Services Secretary to the Executive Assistant to the Deputy Minister Secretary to the Executive Assistant to the Minister
MINISTRY OF REVENUE	Secretary to Comptroller of Revenue General Clerk, Regional Assessment Office Secretary to the Regional Assessment Commissioner Secretary to the Deputy Managing Director, Development Branch, Ontario Housing Corporation Secretary to the Deputy Managing Director, Property Management Branch, Ontario Housing Corporation Secretary to the Vice Chairman and Managing Director, Ontario Housing Corporation
MINISTRY OF TREASURY, ECONOMICS AND INTERGOVERNMENTAL AFFAIRS	Secretary to Comptroller of Accounts Secretary to Comptroller of Finances Secretary to the Director, Taxation and Fiscal Policy Branch Secretary to the Executive Assistant, Finance and Economics Secretary to the Executive Director, Economics and Statistical Services Division Secretary to the Executive Director, Policy Planning Division
MINISTRY OF THE SOLICITOR GENERAL	Assistant Secretary, Deputy Minister's Office Assistant Secretary, Minister's Office Secretary to Executive Assistant to the Minister Secretary to Chairman, Ontario Police Commission
ONTARIO PROVINCIAL POLICE (Civilian Staff)	Secretary to Assistant Commissioner Secretary to Commissioner Secretary to Deputy Commissioner
MINISTRY OF GOVERNMENT SERVICES	Assistant Secretary to the Minister Secretary to the Executive Director, Administrative and Finance Division Secretary to the Executive Director of Operations Secretary to the Executive Director, Supply Division
MINISTRY OF COMMUNITY AND SOCIAL SERVICES	Assistant Secretary, Minister's Office Administrative Secretary, Minister's Office Assistant Secretary to the Deputy Minister Secretary to the Assistant to the Deputy Minister Secretary to Senior Executive Officer
MINISTRY OF INDUSTRY AND TOURISM	Secretary to Chairman, Ontario Economic Council Secretary to Executive Director, Business Development Division Secretary to Executive Director, Administrative Services Division Secretary to Executive Director, Communications Division

COLUMN 1	COLUMN 2
	Secretary to Executive Co-Ordinator, Research Services Division Secretary to Executive Director, Special Projects Branch Secretary to Executive Co-Ordinator, Field Services Division— Ontario Secretary to Executive Co-ordinator, Field Services Division— International Secretary to General Manager, Ontario Place Secretary to Director, Office of Standards, Designs and Innovations Secretary to the General Manager, St. Lawrence Parks Commission
ONTARIO DEVELOPMENT CORPORATION	Managing Director Secretary to the Managing Director Deputy Managing Director Secretary to the Deputy Managing Director
MINISTRY OF TRANSPORTATION AND COMMUNICATIONS	Secretary to Bridge Engineer Secretary to Claims Engineer Secretary to District Engineer Secretary to Estimating Engineer Secretary to Manager, Special Services Secretary to Superintendent Engineering Surveys Secretary to Superintendent of Surveys Secretary to Regional Director Secretary to Material Testing Engineer Secretary to Director, Legal Branch Secretary to Financial Comptroller Secretary to Executive Director, Research Division Secretary to Director Services Secretary to Director Municipal Branch Secretary to Director Driver Branch Secretary to Director Vehicle Branch Secretary to Deputy Registrar, Motor Vehicles Secretary to Director Construction Branch Secretary to Director Maintenance Branch Secretary to Director System Design Branch Secretary to Director Design Services Branch Secretary to Director Economics Branch Secretary to Director Communications Branch Secretary to Director Engineering Research Branch Secretary to Director Systems Research Branch Secretary to Director Systems Planning Branch Secretary to Director Environmental Planning Branch Secretary to Director of Right of Way and Superintendent of Properties Secretary to Director Transportation Operations Branch Secretary to Director Audit and Management Systems Branch Secretary to Registrar, Motor Vehicles
OFFICE OF THE PREMIER	Secretary, Appointments and Inquiry Clerk, Records and Filing
MANAGEMENT BOARD OF CABINET	Secretary to Executive Director, Management Services Division Secretary to Executive Director, Program and Estimates Division Secretary to Secretary of the Management Board

Form 1

Crown Employees Collective Bargaining Act

STATEMENT TO THE ONTARIO PUBLIC SERVICE  
LABOUR RELATIONS TRIBUNAL UNDER SECTION 47 OF THE ACT

To: The Ontario Public Service Labour Relations Tribunal

The employee organization referred to below submits to the Tribunal the following statement pursuant to the requirements of section 47 of the Act.

- 1. The name of the employee organization is .....
- 2. The address of the headquarters of the employee organization in Ontario to which communications for the purposes of the Act may be directed is .....  
(street and number or rural route number and if .....  
multi-office building give room number)  
.....  
(name of municipality or post office)
- 3. A copy of the constitution and of the by-laws of the employee organization are included with and form part of this statement.
- 4. The name and address of each officer of the employee organization and the position held by each such officer is as set out in Schedule A attached to and forming part of this statement.
- 5. The name and address of each officer of the employee organization resident in Canada (other than a person performing primarily clerical or stenographic duties), the position held by such officer and the date and manner of his election or appointment are as set out in Schedule B attached to and forming part of this statement.
- 6. The name and address of each employee of the employee organization resident in Canada (other than a person performing primarily clerical or stenographic duties), the position held by such employee and the date and manner of his election or appointment are as set out in Schedule C attached to and forming part of this statement.
- 7. A financial statement as required by clause 47 (1) (f) of the Act, consisting of a balance sheet and a statement of income and expenditure in Form 2, is included with and forms part of this statement.
- 8. The financial statement referred to in paragraph 7 is:
  - (a) a financial statement for the latest complete fiscal year of the employee organization ending on .....; or  
month day year
  - (b) a financial statement for the period from ..... to .....  
month day year month  
..... if the employee organization has not been in existence for a complete fiscal year.  
day , year

CERTIFICATE

Dated at , this day of , 19..

We, , president of the employee organization herein,  
(name of president of employee organization)

and, , treasurer of the employee organization herein,  
(name of treasurer of employee organization)

severally certify that the information contained in this statement is true and accurate.

.....  
(president of the employee organization)

.....  
(treasurer of the employee organization)

Dated at , this day of , 19..



Schedule B

1. Name of officer in full, including all given names.	2. Residence address, giving street and number or rural route number and municipality or post office and province.	3. Position held by officer with employee organization.	4. Whether elected or appointed to position.	5. Date of election or appointment.	6. Name of officer or employee who made the appointment, or in the case of election, name of body that elected officer.

Schedule C

1. Name of employee in full, including all given names.	2. Residence address, giving street and number or rural route number and municipality or post office and province.	3. Position held by employee with employee organization.	4. Whether elected or appointed to position.	5. Date of election or appointment.	6. Name of officer or employee who made the appointment, or in the case of election, name of body that elected employee.

Form 2

Crown Employees Collective Bargaining Act

STATEMENT OF INCOME AND EXPENDITURE  
OF EMPLOYEE ORGANIZATION

\*Strike out For the \*fiscal year commencing .....  
inapplicable \*period month day year  
term ending .....  
month day year

INCOME OF THE EMPLOYEE ORGANIZATION

1. Net dues and assessments, \$  
    (a) from persons resident in Canada.....  
    (b) from all other persons.....  
2. Interest.....  
3. Dividends.....  
4. Rents.....  
5. Other income (indicate sources).....  
6. Total income (sum of items 1 to 5).....

EXPENDITURE OF THE EMPLOYEE ORGANIZATION

7. Gross salaries, wages and other remuneration,  
    (a) of officers and employees resident in Canada.....  
    (b) of all other officers and employees.....  
8. Office and administrative expenditure.....  
9. Professional fees and expenses.....  
10. Pension and welfare benefits paid by the employee organization,.....  
    (a) to beneficiaries resident in Canada.....  
    (b) to all other beneficiaries.....  
11. Contributions by the employee organization to pension and welfare plans administered  
    by entities separate from the employee organization.....  
12. Depreciation on fixed assets.....  
13. Other expenditures (state purposes).....  
14. Total expenditure (sum of items 7 to 13).....  
15. Net Income of the employee organization (item 6 minus item 14).....

## Form 3

*Crown Employees Collective Bargaining Act*

AFFIDAVIT BY PRESIDENT AND  
TREASURER OF EMPLOYEE ORGANIZATION  
FILED PURSUANT TO SECTION 47 (2) OF THE ACT

We, ....., president  
(name of president of employee organization)

of .....,  
(name of employee organization)

and ....., treasurer  
(name of treasurer of employee organization)

of ....., severally  
(name of employee organization)

make oath and say:

1. We are the president and treasurer respectively of the.....  
(name of employee organization)

and as such have knowledge of the matters hereinafter deposed to.

2. During the entire period ending ....., ..... reported upon in the financial  
statement of the employee organization dated .....  
(date of financial statement)

to be filed with the Ontario Public Service Labour Relations Tribunal with this affidavit the said  
employee organization was at all times qualified as an employee organization under the *Crown Employees  
Collective Bargaining Act*.

SEVERALLY SWORN BEFORE ME:

at .....

in the ..... of

..... this

..... day of .....,

19....

.....  
A Commissioner, etc.

.....  
(signature of president of employee organization)

.....  
(signature of treasurer of employee organization)

O. Reg. 577/72, Form 3.

O. Reg. 150/73, s. 2, *part.*

FILE NO.....

Form 5

Crown Employees Collective Bargaining Act

NOTICE OF FIXING TERMINAL DATE  
BEFORE THE ONTARIO PUBLIC SERVICE LABOUR RELATIONS TRIBUNAL

Between:

Applicant,

— and —

Respondent.

TO THE APPLICANT,

1. TAKE NOTICE that, in accordance with the Tribunal's direction, I have fixed the            day of           , 19           , as the terminal date for this application.
2. Your attention is directed to subsections 10 (1) and (2) of the rules of procedure which read as follows:
- (1) Evidence of membership in an employee organization or of objection by employees to representation rights of an employee organization or of signification by employees that they no longer wish to be represented by an employee organization shall not be accepted by the Tribunal on an application for representation rights or for a declaration terminating rights unless the evidence is in writing, signed by the employee or each member of a group of employees, as the case may be, and,
- (a) is accompanied by,
- (i) the return mailing address of the person who files the evidence, objection or signification, and
- (ii) the name of the body, if any, representing the employer; and
- (b) is filed not later than the terminal date for the application.
- (2) No oral evidence of membership in an employee organization or of objection by employees to representation rights of an employee organization or of signification by employees that they no longer wish to be represented by an employee organization shall be accepted by the Tribunal except to identify and substantiate the written evidence referred to in subsection (1).

3. The hearing of the application by the Tribunal will take place at its Board Room, Suite 2100, 180 Dundas St. W., Toronto, Ontario, on            day, the            day of           , 19           .

DATED at            this            day of           , 19           .

.....  
Registrar

O. Reg. 150/73, s. 2, *part.*

## Form 6

*Crown Employees Collective Bargaining Act*NOTICE OF APPLICATION FOR REPRESENTATION RIGHTS AND OF HEARING  
BEFORE THE ONTARIO PUBLIC SERVICE LABOUR RELATIONS TRIBUNAL

Between:

Applicant,

— and —

the Crown in right of Ontario,

Respondent,

TO THE RESPONDENT,

1. TAKE NOTICE that the applicant, on \_\_\_\_\_, 19\_\_\_\_, made an application to the Ontario Public Service Labour Relations Tribunal for representation rights as bargaining agent of your employees in a bargaining unit described in the attached copy of the application.

2. You are required to post the enclosed Notices to Employees of Application for Representation Rights and of Hearing (Form 7), immediately. These notices are to be posted in conspicuous places where they are most likely to come to the attention of all employees who may be affected by the application. You shall keep them posted upon your premises until the close of business on the terminal date set out in paragraph 4.

3. You shall complete and send to the Tribunal immediately the Return of Posting (Form 17), which is attached hereto.

4. The terminal date fixed for this application as directed by the Tribunal is the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

5. You shall send to the Tribunal your reply so that,

(a) it is received by the Tribunal not later than the terminal date shown in paragraph 4; or

(b) if it is mailed by registered mail addressed to the Tribunal at its office, Suite 2100, 180 Dundas St. W., Toronto, Ontario, it is mailed not later than the terminal date shown in paragraph 4.

6. If, in your reply, you propose a bargaining unit different from the one proposed by the applicant, you shall indicate on the list of employees in the Schedule to your reply the name and classification of any person you propose should be excluded from, as well as the name and classification of any person you propose should be added to, the bargaining unit proposed by the applicant and you shall forward to the Tribunal appropriate documents containing the signatures of any additional person.

7. If you fail to file a Reply in Form 9 and the documents containing signatures as set out in subsection 6 (2) of the Rules of the Tribunal, the Tribunal may proceed to dispose of the application on the evidence before it without further notice to you.

8. AND FURTHER TAKE NOTICE of the hearing of the application by the Tribunal at its Board Room, Suite 2100, 180 Dundas St. W., Toronto, Ontario, on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock in the \_\_\_\_\_ noon.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

.....  
Registrar

FILE NO.....

## Form 7

*Crown Employees Collective Bargaining Act*

NOTICE TO EMPLOYEES OF APPLICATION FOR  
REPRESENTATION RIGHTS AND OF HEARING  
BEFORE THE ONTARIO PUBLIC SERVICE LABOUR RELATIONS TRIBUNAL

Between:

Applicant,

— and —

the Crown in right of Ontario,

Respondent.

## NOTICE TO EMPLOYEES:

1. TAKE NOTICE that the applicant, on \_\_\_\_\_, 19\_\_\_\_, made an application to the Ontario Public Service Labour Relations Tribunal for representation rights as bargaining agent of \_\_\_\_\_ in the following bargaining unit:

2. Your attention is directed to the following information contained in the application:

3. The hearing of the application by the Tribunal will take place at its Board Room, Suite 2100, 180 Dundas St. W., Toronto, Ontario, on \_\_\_\_\_ day, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock in the \_\_\_\_\_ noon.

4. The terminal date fixed for this application as directed by the Tribunal is the day of \_\_\_\_\_, 19\_\_\_\_.

5. Any employee or group of employees affected by the application and desiring to make representations to the Tribunal in opposition to this application shall send to the Tribunal a statement in writing of such desire, which shall,

(a) contain the return mailing address of the employee or representative of a group of employees;

(b) contain the name of the body, if any, representing the respondent employer; and

(c) be signed by the employee or each member of a group of employees.

6. The statement of desire must be,

(a) received by the Tribunal not later than the terminal date shown in paragraph 4; or

(b) if it is mailed by registered mail addressed to the Tribunal at its office, Suite 2100, 180 Dundas St. W., Toronto, Ontario, mailed not later than the terminal date shown in paragraph 4.

7. A statement of desire that does not comply with paragraphs 5 and 6 will not be accepted by the Tribunal.

8. Any employee, or group of employees, who has informed the Tribunal in writing of his or their desire in accordance with paragraphs 5 and 6 may attend and be heard at the hearing in person or by a representative. Any employee or representative who appears at the hearing will be required to testify, or produce a witness or witnesses who will be able to testify from his or their personal knowledge and observation, as to (a) the circumstances concerning the origination of the material filed, and (b) the manner in which each of the signatures was obtained.

THE TRIBUNAL MAY DISPOSE OF THE APPLICATION WITHOUT FURTHER NOTICE AND WITHOUT CONSIDERING THE STATEMENT OF DESIRE OF ANY PERSON WHO FAILS TO ATTEND.\*

9. No oral evidence of membership in an employee organization, or of objection by employees to representation rights of the applicant will be accepted by the Tribunal except to identify and substantiate such written evidence.

DATED this                      day of                      , 19

.....

Registrar

(NOTE: Any communication with respect to this application should be addressed to:

The Registrar,  
Ontario Public Service Labour Relations Tribunal,  
Suite 2100, 180 Dundas St. W.,  
Toronto, Ontario.)

\*EXPLANATORY NOTE: Where employees fail to attend in person or by a representative or to testify or produce witnesses to testify as provided in paragraph 8 above, the Tribunal normally does not accept the statement of desire as casting doubt on the evidence of membership filed by the applicant.

O. Reg. 150/73, s. 2, *part*.

FILE NO.....

Form 8

*Crown Employees Collective Bargaining Act*

DECLARATION CONCERNING MEMBERSHIP DOCUMENTS  
BEFORE THE ONTARIO PUBLIC SERVICE LABOUR RELATIONS TRIBUNAL

Between:

Applicant,

— and —

the Crown in right of Ontario,

Respondent,

— and —

Intervener.

I,....., the.....  
(name) (office)  
\*Strike out  
word not  
applicable.  
of the \*applicant  
\*intervener herein declare that, to the best of my knowledge, information and belief;

1. The documents submitted in support of the application represent documentary evidence of membership on behalf of ..... persons who were employees of the (number) respondent in the bargaining unit that the \*applicant \*intervener herein claims to be appropriate for collective bargaining, on the date of the making of the application.

2. There were ..... persons who were employees of the respondent in the (number) bargaining unit that the \*applicant herein claims to be appropriate for collective bargaining on the date of the making of the application.
3. (Where the documentary evidence consists of receipts or other acknowledgements of the payment on account of dues or initiation fees.) On the basis of my personal knowledge and inquiries I have made, I state that the persons whose names appear on the receipts or other acknowledgements of the payment on account of dues or initiation fees are the persons who actually collected the moneys paid on account of dues or initiation fees and that each member, on whose behalf a receipt or acknowledgement of payment is submitted has personally paid in money the amount shown thereon on his own behalf to the person whose name appears on his receipt or acknowledgement of payment as collector, EXCEPT IN THE FOLLOWING INSTANCES:

DATED at , this day of , 19

.....  
(signature)

O. Reg. 150/73, s. 2, *part*.

FILE NO. ....

### Form 9

#### *Crown Employees Collective Bargaining Act*

#### REPLY TO APPLICATION FOR REPRESENTATION RIGHTS BEFORE THE ONTARIO PUBLIC SERVICE LABOUR RELATIONS TRIBUNAL

Between:

Applicant,

— and —

the Crown in right of Ontario,

Respondent.

The respondent replies to the application for representation rights as follows:

The respondent states:

1. (a) name of body, if any, representing the respondent : -  
(b) address of respondent or body representing respondent for service :
2. Total number of employees of the respondent on the payroll of the Ministries or agencies or both in respect of which the application for representation rights has been made :
3. Total number of employees in the unit described by the applicant as being appropriate for collective bargaining as of the date the application was made :
4. Detailed description of the unit claimed by the respondent to be appropriate for collective bargaining, including the municipality or other geographical area affected :
5. Number of employees in the unit claimed by the respondent to be appropriate for collective bargaining as of the date the application was made :

6. The name and address of any employee organization known to the respondent or the body representing the respondent as claiming to be the bargaining agent of or to represent any employees who may be affected by the application :
7. The date of the grant of any representation rights of a bargaining agent of any employees who may be affected by the application :

~~\*Strike out \*~~8. The respondent is or was a party to or bound by a collective agreement, a copy of which if not applicable. is enclosed, with an employee organization that,

- (a) was signed on the                      day of                      , 19       :
- (b) became effective on the                      day of                      , 19       :
- (c) contains the following provision relating to its termination or renewal:

9. A list is set out in the Schedule hereto of all employees in the bargaining unit described  
  
in the application as at.....the date when the applicant's application was made.

10. Documents, from among existing employment records, containing the signatures of the employees whose names appear on the list referred to in paragraph 9, arranged in alphabetical order, accompany this Reply.
11. Other relevant statements (use additional pages if necessary):

DATED at                      , this                      day of                      , 19

.....  
(signature for the respondent)

Schedule

- A. List (alphabetically arranged) of all employees in the bargaining unit described in the application of the applicant as at the                      day of                      , 19       . (Do not include the names of employees that appear in B or C)

Name	Occupational Classification
1.	
2	
3	
4	
5	

B. List (alphabetically arranged) of all employees who were not actually at work on the day of \_\_\_\_\_, 19\_\_\_\_ by reason of lay-off, in the bargaining unit described in the application of the applicant.

Name	Occupational Classification	Date of Lay-off	Expected Date of Recall
1.			
2.			
3.			
4.			
5.			

C. List (alphabetically arranged) of all employees not previously shown who were not at work on the day of \_\_\_\_\_, 19\_\_\_\_, in the bargaining unit described in the application of the applicant.

Name	Occupational Classification	Last Day Worked	Reason for Absence	Expected Date of Return
1.				
2.				
3.				
4.				
5.				

This list has been prepared by me or under my direction and I confirm the accuracy thereof.

.....  
(signature of officer of employer)

FILE NO. ....

Form 10

*Crown Employees Collective Bargaining Act*

NOTICE OF APPLICATION  
BEFORE THE ONTARIO PUBLIC SERVICE LABOUR RELATIONS TRIBUNAL

Between:

Applicant,

— and —

the Crown in right of Ontario,

Respondent.

To:

1. TAKE NOTICE that the applicant, on , 19 , made to the Ontario Public Service Labour Relations Tribunal an application for representation rights as bargaining agent of the employees of the respondent in a bargaining unit described in the attached copy of the application.
2. AND FURTHER TAKE NOTICE that if you claim to represent any of the employees affected by the application, you shall send to the Tribunal your intervention thereon so that,
- (a) it is received by the Tribunal; or
- (b) if mailed by registered mail addressed to the Tribunal at its office, Suite 2100, 180 Dundas St. W., Toronto, Ontario, it is mailed,

not later than the terminal date fixed for this application as directed by the Tribunal, which terminal date is the day of 19 , and that if you fail to send an intervention not later than the day of , 19 , you may be deemed by the Tribunal to have abandoned your claim, if any, to represent any of the employees who may be affected by the application.

DATED this day of , 19

.....  
Registrar

FILE NO.....

Form 11

*Crown Employees Collective Bargaining Act*

INTERVENTION  
BEFORE THE ONTARIO PUBLIC SERVICE LABOUR RELATIONS TRIBUNAL

Between:

Applicant,

— and —

Respondent.

..... intervenes in this proceeding.  
(name of intervener)

1. The intervener states:

(a) address of intervener:

(b) address of intervener for services:

\*Strike out \*2. The intervener is an employee organization that,  
if not  
applicable.

\* (a) represents employees; or

\* (b) is the bargaining agent of employees who may be affected by the application

OR

\*3. The intervener is the employer of the employees affected by this application.

\*4. The intervener submits with this intervention the following documentary evidence:

5. The intervener desires to make the following submissions:

DATED at . . . , this . . . day of . . . , 19 . . .

.....  
(signature for the intervener)

O. Reg. 150/73, s. 2, *part*.

FILE NO. ....

Form 12

*Crown Employees Collective Bargaining Act*

NOTICE OF INTERVENTION AND APPLICATION  
FOR REPRESENTATION RIGHTS  
BEFORE THE ONTARIO PUBLIC SERVICE LABOUR RELATIONS TRIBUNAL

Between:

Applicant,

— and —

the Crown in right of Ontario,

Respondent,

— and —

Intervener.

The intervener applies to the Ontario Public Service Labour Relations Tribunal for representation rights as bargaining agent of the employees of the respondent in a unit that it claims to be appropriate for collective bargaining.

The intervener states:

1. (a) address of intervener:  
  
(b) address of intervener for service:
2. Detailed description of the unit of employees of the respondent that the intervener claims to be appropriate for collective bargaining, including the municipality or other geographic area affected:
3. Approximate number of employees in the unit described in paragraph 2:
4. Other relevant statements (attach additional pages if necessary):

DATED at , this day of , 19 .

.....  
(signature for the intervener)

O. Reg. 150/73, s. 2, *part.*

## Form 13

*Crown Employees Collective Bargaining Act*

NOTICE OF TAKING OF VOTE BY  
THE ONTARIO PUBLIC SERVICE LABOUR RELATIONS TRIBUNAL  
PURPOSE OF VOTE

## WHEREAS

has applied to the Tribunal for  
certain employees of

AND WHEREAS the Tribunal has directed a representation vote in the matter:

THEREFORE TAKE NOTICE that, under the direction of the Tribunal, a representation vote of the employees described below will be taken under the supervision of officials of the Tribunal.

## SECRET BALLOT

The vote shall be by secret ballot. The Returning Officer will issue a ballot to each eligible voter presenting himself to vote at his proper polling place. The voter will mark his ballot in secret in a polling booth, fold it and deposit it in the ballot box provided at the polling place. The Returning Officer is the proper person to whom inquiries should be directed by employees who are in doubt as to their eligibility to vote or as to the voting procedure.

## ELECTIONEERING

I direct all interested persons to refrain and desist from propaganda and electioneering from midnight of ..... day, the..... day of....., 19...., until the vote is taken.

## SCRUTINEERS

One scrutineer approved by me and representing each interested party may be designated for each polling place. The scrutineers have the following duties and privileges:

1. To act as checkers of voters' lists at the polling place.
2. To assist in the identification of voters.
3. Otherwise to assist in the conduct of the vote as may be required by the Returning Officer.

## ELIGIBLE VOTERS

Persons eligible to vote are:

## TIME AND PLACE OF TAKING VOTE

Voters may cast ballots at their proper polling place at any time during the period in which voting is to take place.

The vote will be taken at the following time and place:

Date:

Hours:

Place:

FORM OF BALLOT

This is a sample of the ballot to be used for the vote:

Mark "X" opposite your choice	
IN YOUR EMPLOYMENT RELATIONS WITH	
DO YOU WISH TO BE REPRESENTED BY	
_____ OR _____	
_____ OR _____	
No employee organization	

DO NOT SIGN, NUMBER, OR OTHERWISE MARK YOUR  
BALLOT IN SUCH A WAY AS TO REVEAL YOUR IDENTITY.

VOTERS ARE ENTITLED TO VOTE WITHOUT INTERFERENCE, RESTRAINT OR COERCION.  
THIS IS AN OFFICIAL NOTICE OF THE TRIBUNAL AND SHALL NOT BE REMOVED OR  
DEFACED.

DATED this.....day of....., 19.....

O. Reg. 150/73, s. 2, *part.*

FILE NO.....

Form 14

*Crown Employees Collective Bargaining Act*

NOTICE OF REPORT OF RETURNING OFFICER  
BEFORE THE ONTARIO PUBLIC SERVICE LABOUR RELATIONS TRIBUNAL

Between:

Applicant,

— and —

the Crown in right of Ontario,

Respondent,

— and —

Intervener.

To:

1. Attached hereto is a copy of my report upon the representation vote herein held on the  
day of , 19 , under the direction of the Tribunal dated the day of  
19

2.—(1) TAKE NOTICE that if you desire to make representations as to any matter relating to the representation vote, or as to the accuracy of the report, or as to the conclusions the Tribunal should reach in view of the report, you shall send to the Tribunal a statement of desire to make representations which shall,

- (a) be in writing signed by the person making the statement or his representative;
- (b) contain the names of the parties to the application;
- (c) contain a return mailing address; and
- (d) contain a statement as to whether you desire a hearing before the Tribunal in connection with the report.

(2) If you desire to make representations as to any matter relating to the representation vote, or as to the accuracy of the report, your statement of desire shall contain a concise statement of your allegations concerning the representation vote or as to errors in or omissions from the report.

(3) If you wish to make representations as to the conclusions the Tribunal should reach in view of the report, you shall include in your statement a summary of the representations you wish the Tribunal to consider in connection with the report.

3. A statement referred to in paragraph 2 shall be sent to the Tribunal so that,

- (a) it is received by the Tribunal not later than the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_; or
- (b) if it is mailed by registered mail addressed to the Tribunal at its office, Suite 2100, 180 Dundas St. W., Toronto, Ontario, it is mailed not later than the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

\*4. IF NO STATEMENT OF DESIRE TO MAKE REPRESENTATIONS IS SENT TO THE TRIBUNAL IN ACCORDANCE WITH PARAGRAPHS 2 AND 3, THE TRIBUNAL MAY DISPOSE OF THE APPLICATION UPON THE MATERIAL BEFORE IT WITHOUT FURTHER NOTICE TO THE PARTIES OR THE EMPLOYEES.

DATED at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

.....  
Returning Officer

\*If you do not request a hearing but wish the Tribunal to consider your representations without a hearing, you shall include in your statement of desire all representations you desire the Tribunal to consider.

O. Reg. 150/73, s. 2, *part*.

FILE NO. ....

Form 15

*Crown Employees Collective Bargaining Act*

NOTICE OF REPORT OF RETURNING OFFICER  
WHERE TRIBUNAL HAS DIRECTED THAT BALLOT BOX  
BE SEALED  
BEFORE THE ONTARIO PUBLIC SERVICE LABOUR RELATIONS TRIBUNAL

Between:

Applicant,

— and —

the Crown in right of Ontario,

Respondent,

— and —

Intervener.

To:

1. Attached hereto is a copy of my report upon the representation vote herein held on the day of , 19 , under the direction of the Tribunal dated the day of , 19 .

2. The Tribunal has directed that the ballot box containing the ballots cast in the representation vote be sealed and that the ballots shall not be counted at this time.

3.—(1) TAKE NOTICE that if you desire to make representations, as to any matter relating to the representation vote, you shall send to the Tribunal a statement of desire to make representations which shall,

- (a) be in writing signed by the person making the statement or his representative;
- (b) contain the names of the parties to the application;
- (c) contain a return mailing address; and
- (d) contain a statement as to whether you desire a hearing before the Tribunal.

(2) Your statement of desire shall contain a summary of the representations you wish the Tribunal to consider.

4. A statement referred to in paragraph 3 shall be sent to the Tribunal so that,

- (a) it is received by the Tribunal not later than the day of , 19 ; or
- (b) if it is mailed by registered mail addressed to the Tribunal at its office, Suite 2100, 180 Dundas St. W., Toronto, Ontario, it is mailed not later than the day of , 19 .

\*5. IF NO STATEMENT OF DESIRE TO MAKE REPRESENTATIONS IS SENT TO THE TRIBUNAL IN ACCORDANCE WITH PARAGRAPHS 3 AND 4, THE TRIBUNAL MAY DISPOSE OF THE APPLICATION UPON THE MATERIAL BEFORE IT ON ALL MATTERS EXCEPT AS TO THE RESULT OF THE VOTE WITHOUT FURTHER NOTICE TO THE PARTIES OR THE EMPLOYEES.

DATED at , this day of , 19 .

Returning Officer

\*If you do not request a hearing but wish the Tribunal to consider your representations without a hearing, you shall include in your statement of desire all the representations you desired the Tribunal to consider.

FILE NO. ....

## Form 16

*Crown Employees Collective Bargaining Act*

NOTICE OF REPORT OF RETURNING OFFICER  
ON COUNTING OF BALLOTS  
BEFORE THE ONTARIO PUBLIC SERVICE LABOUR RELATIONS TRIBUNAL

Between:

Applicant,

— and —

the Crown in right of Ontario,

Respondent,

and

Intervener.

To:

1. Attached hereto is a copy of my report upon the counting of the ballots in the representation vote herein held on the                      day of                      , 19                      , under the direction of the Tribunal dated the                      day of                      , 19                      .

2.—(1) TAKE NOTICE that if you desire to make representations as to the accuracy of the report, or as to the conclusions the Tribunal should reach in view of the report, you shall send to the Tribunal a statement of desire to make representations which shall,

- (a) be in writing signed by the person making the statement or his representative;
- (b) contain the names of the parties to the application;
- (c) contain a return mailing address; and
- (d) contain a statement as to whether you desire a hearing before the Tribunal in connection with the report.

(2) If you desire to make representations as to the accuracy of the report, your statement of desire shall contain a concise statement of your allegations concerning the errors in or omissions from the report.

(3) If you wish to make representations as to the conclusions the Tribunal should reach in view of the report, your statement shall contain a summary of the representations you wish the Tribunal to consider in connection with the report.

3. A statement referred to in paragraph 2 shall be sent to the Tribunal so that,

- (a) it is received by the Tribunal not later than the                      day of                      , 19                      ; or
- (b) if it is mailed by registered mail addressed to the Tribunal at its office, Suite 2100, 180 Dundas St. W., Toronto, Ontario, it is mailed not later than the                      day of                      , 19                      .

\*4. IF NO STATEMENT OF DESIRE TO MAKE REPRESENTATIONS IS SENT TO THE TRIBUNAL IN ACCORDANCE WITH PARAGRAPHS 2 AND 3, THE TRIBUNAL MAY DISPOSE OF THE APPLICATION UPON THE MATERIAL BEFORE IT WITHOUT FURTHER NOTICE TO THE PARTIES OR EMPLOYEES.

DATED at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Returning Officer

\*If you do not request a hearing but wish the Tribunal to consider your representations without a hearing, your statement of desire shall contain all the representations you desire the Tribunal to consider.

O. Reg. 150/73, s. 2, *part.*

FILE NO. ....

Form 17

*Crown Employees Collective Bargaining Act*

RETURN OF POSTING  
BEFORE THE ONTARIO PUBLIC SERVICE LABOUR RELATIONS TRIBUNAL

Between: \_\_\_\_\_ Applicant,  
\_\_\_\_\_ and \_\_\_\_\_ Respondent.

I, \_\_\_\_\_ hereby declare that:  
(name)

(1) I am the \_\_\_\_\_, of the employer.  
(office or position)

(2) I did, on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, post upon the premises of the employer \_\_\_\_\_ notices to employees in this matter, in conspicuous places where they are most likely to come to the attention of all employees who may be affected by the application.  
(number)

DATED at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
(signature)

Re: \_\_\_\_\_

I, \_\_\_\_\_ have ascertained from employees affected  
(name of representative)  
by this application that the Notices to Employees (Form \_\_\_\_\_) were posted by the employer  
on \_\_\_\_\_.

\_\_\_\_\_  
(representative of applicant)

The Registrar,  
Ontario Public Service Labour Relations Tribunal,  
Suite 2100, 180 Dundas St. W.,  
Toronto, Ontario.

O. Reg. 150/73, s. 2, *part.*

FILE NO.....

Form 18

*Crown Employees Collective Bargaining Act*

NOTICE OF HEARING  
BEFORE THE ONTARIO PUBLIC SERVICE LABOUR RELATIONS TRIBUNAL

Between:

Applicant,

— and —

Respondent,

— and' —

Intervener.

To:

TAKE NOTICE of the hearing by the Tribunal of

at the Board Room, Suite 2100, 180 Dundas St. W., Toronto, Ontario on                    day the  
day of                    , 19                    , at                    o'clock in the                    noon.

DATED this                    day of                    , 19                    .

.....  
Registrar

O. Reg. 150/73, s. 2, *part.*

Form 19

Crown Employees Collective Bargaining Act

NOTICE OF REPORT OF INQUIRY OFFICER  
BEFORE THE ONTARIO PUBLIC SERVICE LABOUR RELATIONS TRIBUNAL

Between: Applicant,  
  
— and —  
  
Respondent,  
  
— and —  
  
Intervener.  
  
To:

1. Attached hereto is a copy of the report of upon the inquiry he was authorized  
to make under the Tribunal's direction, dated the day of , 19 , in  
this matter.

2.—(1) TAKE NOTICE that if you desire to make representations as to the accuracy of the report  
or as to the conclusions the Tribunal should reach in view of the report, you shall send to the Tribunal a  
statement of desire to make representations which shall,

- (a) be in writing signed by the person making the statement or by his representative;
- (b) contain the names of the parties to the application;
- (c) contain a return mailing address; and
- (d) contain a statement as to whether you desire a hearing before the Tribunal in connection  
with the report.

(2) If you desire to make representations as to the accuracy of the report, your statement of  
desire shall contain a concise statement of your allegations as to errors in or omissions from the report.

(3) If you wish to make representations as to the conclusions the Tribunal should reach in view  
of the report, your statement shall contain a summary of the representations you wish the Tribunal  
to consider in connection with the report.

3. A statement referred to in paragraph 2 shall be sent to the Tribunal so that,

- (a) it is received by the Tribunal not later than the day of , 19 ; or
- (b) if it is mailed by registered mail addressed to the Tribunal at its office, Suite 2100, 180 Dundas St. W.,  
Toronto, Ontario, it is mailed not later than the day of , 19

\*4. IF NO STATEMENT OF DESIRE TO MAKE REPRESENTATIONS IS SENT TO THE  
TRIBUNAL IN ACCORDANCE WITH PARAGRAPHS 2 AND 3, THE TRIBUNAL MAY DISPOSE  
OF THE APPLICATION UPON THE MATERIAL BEFORE IT WITHOUT FURTHER NOTICE  
TO THE PARTIES.

DATED at , this day of , 19  
  
.....  
Registrar

\*If you do not request a hearing but wish the Tribunal to consider your representations on the report  
without a hearing, you shall include in your statement of desire all the representations you desire  
the Tribunal to consider in connection with the report.

FILE NO.....

Form 20

*Crown Employees Collective Bargaining Act*

APPLICATION FOR DECLARATION  
TERMINATING REPRESENTATION RIGHTS  
BEFORE THE ONTARIO PUBLIC SERVICE LABOUR RELATIONS TRIBUNAL

Between:

Applicant,

— and —

Respondent.

The applicant applies to the Ontario Public Service Labour Relations Tribunal under section ..... of the Act for a declaration that the respondent  
(24, 25)  
no longer represents the employees in the bargaining unit for which it is the bargaining agent.

The applicant states:

- 1. (a) address of applicant:
- (b) address of applicant for service:
- (c) address of respondent:
- \*2. (a) name of agency, if any, of employer of employees affected by the application:
- (b) address of agency of employer:

\*To be completed if applicant is not employer.

- 3. Detailed description and geographic location of the unit of employees for which the respondent is the bargaining agent, including the municipality or other geographic area affected:
- 4. Approximate number of employees in the unit described in paragraph 3:
- 5. Other relevant statements (attach additional pages if necessary):

\*Strike out \*6. (Where the application is made under section 24 of the Act). The applicant submits with the application the document or documents by which employees in the bargaining unit have voluntarily signified in writing that they no longer wish to be represented by the respondent.

DATED at , this day of , 19 .  
.....  
(signature for the applicant)

FILE NO.....

Form 21

*Crown Employees Collective Bargaining Act*

NOTICE OF APPLICATION FOR DECLARATION  
TERMINATING REPRESENTATION RIGHTS AND OF HEARING  
BEFORE THE ONTARIO PUBLIC SERVICE LABOUR RELATIONS TRIBUNAL

Between:

Applicant,

— and —

Respondent.

TO THE RESPONDENT:

1. TAKE NOTICE that the applicant, on \_\_\_\_\_, 19\_\_\_\_, made an application to the Ontario Public Service Labour Relations Tribunal for a declaration that the respondent no longer represents the employees of the Crown in right of Ontario in the bargaining unit described in the attached copy of the application.

2. The terminal date fixed for the application as directed by the Tribunal is the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

3. You shall send to the Tribunal your reply so that,

(a) it is received by the Tribunal not later than the terminal date shown in paragraph 2;

OR

(b) if it is mailed by registered mail addressed to the Tribunal at its office, Suite 2100, 180 Dundas St. W., Toronto, Ontario, it is mailed not later than the terminal date shown in paragraph 2.

4. If you fail to send your reply on or before the terminal date shown in paragraph 2 and fail to appear at the hearing of this application, the Tribunal may dispose of the application on the evidence and representations placed before it by the applicant without further notice to you.

5. AND FURTHER TAKE NOTICE of the hearing of the application by the Tribunal at its Board Room, Suite 2100, 180 Dundas St. W., Toronto, Ontario, on \_\_\_\_\_ day, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock in the \_\_\_\_\_ noon.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

.....  
Registrar

FILE NO. ....

## Form 22

*Crown Employees Collective Bargaining Act*

NOTICE TO EMPLOYEES OF APPLICATION FOR  
DECLARATION TERMINATING REPRESENTATION RIGHTS  
AND OF HEARING  
BEFORE THE ONTARIO PUBLIC SERVICE LABOUR RELATIONS TRIBUNAL

Between:

Applicant,

— and —

Respondent.

## NOTICE TO EMPLOYEES

1. TAKE NOTICE that the applicant, on \_\_\_\_\_, 19\_\_\_\_, made to the Ontario Public Service Labour Relations Tribunal an application for a declaration that the respondent no longer represents the employees in the following bargaining unit:

2. Your attention is directed to the following information contained in the application:

3. The hearing of the application by the Tribunal will take place at its Board Room, Suite 2100, 180 Dundas St. W., Toronto, Ontario, on \_\_\_\_\_ day, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock in the \_\_\_\_\_ noon.

4. The terminal date fixed for this application as directed by the Tribunal is the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

5. Any employee or group of employees affected by the application and desiring to make representations to the Tribunal in opposition to this application shall send to the Tribunal a statement in writing of such desire, which shall,

- (a) contain the return mailing address of the employee or representative of a group of employees;
- (b) contain the name of the agency, if any, of the employer concerned; and
- (c) be signed by the employee or each member of a group of employees.

6. The statement of desire must,

- (a) be received by the Tribunal not later than the terminal date shown in paragraph 4; or
- (b) if it is mailed by registered mail addressed to the Tribunal at its office, Suite 2100, 180 Dundas St. W., Toronto, Ontario, be mailed not later than the terminal date shown in paragraph 4.

7. A statement of desire that does not comply with paragraphs 5 and 6 will not be accepted by the Tribunal.

8. Any employee or group of employees, who has informed the Tribunal in writing of his or their desire in accordance with paragraphs 5 and 6 may attend and be heard at the hearing in person or by a representative. Any employee or representative who appears at the hearing will be required to testify from his or their personal knowledge and observation, as to (a) the circumstances concerning the origination of the material filed, and (b) the manner in which each of the signatures was obtained.

THE TRIBUNAL MAY DISPOSE OF THE APPLICATION WITHOUT FURTHER NOTICE AND WITHOUT CONSIDERING THE STATEMENT OF DESIRE OF ANY PERSON WHO FAILS TO ATTEND\*.

DATED this                      day of                      , 19                      .  
.....  
Registrar

(NOTE: Any communication with respect to this application should be addressed to:

The Registrar,  
Ontario Public Service Labour Relations Tribunal,  
Suite 2100, 180 Dundas St. W.,  
Toronto, Ontario.)

\*EXPLANATORY NOTE: Where employees fail to attend in person or by a representative or to testify or produce witnesses to testify as provided in paragraph 8 above, the Tribunal normally does not accept the statement of desire as casting doubt on the evidence filed by the applicant.

O. Reg. 150/73, s. 2, *part*.

FILE NO.....

Form 23

*Crown Employees Collective Bargaining Act*

REPLY TO APPLICATION FOR DECLARATION  
TERMINATING REPRESENTATION RIGHTS  
BEFORE THE ONTARIO PUBLIC SERVICE LABOUR RELATIONS TRIBUNAL

Between:

Applicant,

— and —

Respondent.

The respondent replies to the application for a declaration that the respondent no longer represents the employees in the bargaining unit for which it is the bargaining agent as follows:

The respondent states:

- 1. (a) correct name of respondent:
- (b) address of respondent:
- (c) address of respondent for service:

- \*To be completed if applicant is not the employer. \*2. (a) name of agency of employer of employees affected by the application:
- (b) address of agency of employer:
- 3. Detailed description of the unit of employees for which the respondent is the bargaining agent, including the municipality or other geographical area affected:
- 4. Approximate number of employees in the unit as of the date the application was made:

5. The date representation rights were granted, if any, of the respondent as bargaining agent of the employees in the unit:

\*Strike out\*6. The respondent is or was a party to or bound by a collective agreement, a copy of which if not applicable.

..... that,  
(name of employer)

- (a) was signed on the                      day of                      , 19                      ;
- (b) became effective on the                      day of                      , 19                      ; and
- (c) contains the following provision relating to its termination or renewal:

7. Other relevant statements (use additional pages if necessary):

DATED at                      , this                      day of                      , 19                      .

.....  
(signature for the respondent)

O. Reg. 150/73, s. 2, *part.*

FILE NO.....

Form 24

*Crown Employees Collective Bargaining Act*

NOTICE OF APPLICATION FOR DECLARATION  
TERMINATING REPRESENTATION RIGHTS AND OF HEARING  
BEFORE THE ONTARIO PUBLIC SERVICE LABOUR RELATIONS TRIBUNAL

Between:

Applicant,

— and —

Respondent.

To:

1. TAKE NOTICE that the applicant, on                      , 19                      made an application to the Ontario Public Service Labour Relations Tribunal for a declaration that the respondent no longer represents the employees in the bargaining unit described in the attached copy of the application.

2. You are required to post the enclosed notices to employees of application and of hearing (Form 22) immediately. These notices are to be posted in conspicuous places where they are most likely to come to the attention of all employees who may be affected by the application. You shall keep them posted upon your premises until the terminal date for the application shown in paragraph 4.

3. You are required to complete and send to the Tribunal the Return of Posting (Form 17) which is attached hereto.

4. The terminal date fixed for this application as directed by the Tribunal is the                      day of                      , 19                      .

5. You shall send to the Tribunal your intervention to this application as well as the material listed below so that,

- (a) it is received by the Tribunal not later than the terminal date shown in paragraph 4; or
- (b) if it is mailed by registered mail addressed to the Tribunal at its office, Suite 2100, 180 Dundas St. W., Toronto, Ontario, it is mailed not later than the terminal date shown in paragraph 4.
- i. A list arranged as in the schedule attached hereto of all employees in the bargaining unit described in the application as at \_\_\_\_\_, 19\_\_\_\_, the date when the applicant's application was made;
- ii. Documents from among existing employment records containing signatures of the employees whose names appear on the list referred to above, also arranged in alphabetical order.

6. You shall certify the list of employees by adding thereto the following statement:

"This list has been prepared by me or under my instruction and I hereby confirm the accuracy thereof."

.....

(signature of officer)

7. If you fail to file the list of employees and documents containing signatures as set out above, the Tribunal may proceed to dispose of the case on the evidence before it without further notice to you.

8. AND FURTHER TAKE NOTICE of the hearing of the application by the Tribunal at its Board Room, Suite 2100, 180 Dundas St. W., Toronto, Ontario, on \_\_\_\_\_ day, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock in the \_\_\_\_\_ noon.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

.....

Registrar

Schedule

A. List (alphabetically arranged) of all employees in the bargaining unit described in the application of the applicant as at the .....day of ....., 19..... (Do not include the names of employees that appear in B or C.)

Name	Occupational Classification
1.	
2.	
3.	
4.	
5.	

B. List (alphabetically arranged) of all employees who were not actually at work on the.....day of ..... , 19...., by reason of lay-off, in the bargaining unit described in the application of the applicant.

Name	Occupational Classification	Date of Lay-off	Expected Date of Recall
1.			
2.			
3.			
4.			
5.			

C. List (alphabetically arranged) of all employees not previously shown who were not at work on the .....day of..... , 19...., in the bargaining unit described in the application the applicant.

Name	Occupational Classification	Last Day Worked	Reason for Absence	Expected Date of Return
1.				
2.				
3.				
4.				
5.				

Form 25

Crown Employees Collective Bargaining Act

APPLICATION FOR EXEMPTION ON THE GROUNDS OF RELIGIOUS CONVICTION OR BELIEF FROM PAYMENT OF DUES OR CONTRIBUTIONS TO AN EMPLOYEE ORGANIZATION AS PROVIDED IN A COLLECTIVE AGREEMENT BEFORE THE ONTARIO PUBLIC SERVICE LABOUR RELATIONS TRIBUNAL

Between:

Applicant,  
  
— and —  
  
Respondent  
Employee  
Organization,  
  
— and —  
  
Respondent  
Employer or  
Agency of the  
Employer

The applicant applies to the Ontario Public Service Labour Relations Tribunal for exemption on the grounds of religious conviction or belief from payment of dues or contributions to an employee Organization in a collective agreement entered into between the employee organization and the employer.

The applicant states:

- 1. (a) address of applicant for service:  
(b) address of respondent employee organization:
- 2. The applicant has been and continues to be an employee of the respondent employer or agency of the employer since the                      day of                      , 19                      .

\*3.—(1) A collective agreement, a copy of which is appended hereto, was entered into between the employee organization and the employer on the                      day of                      , 19                      , and is operative from the                      day of                      , 19                      , to the day of                      , 19                      .

\*Strike out if not applicable.

- (2) The dues payment or contributions to an employee organization provision from which the applicant is seeking exemption is as follows:

\*4.—(1) A collective agreement was entered into between the employee organization and employer but has not been made available to the applicant.

- (2) Under the terms of this collective agreement employees are required to pay dues or make contributions to the employee organization.

5. The grounds upon which the applicant seeks exemption (state as concisely as possible the religious conviction or belief for objecting to paying dues or making contributions to the employee organization):

6. Other relevant statements:

DATED at                      , this                      day of                      , 19                      .

.....  
(signature)

FILE No.....

Form 26

Crown Employees Collective Bargaining Act

NOTICE OF APPLICATION FOR EXEMPTION FROM PAYMENT OF DUES OR CONTRIBUTIONS  
TO AN EMPLOYEE ORGANIZATION AS PROVIDED IN A COLLECTIVE AGREEMENT  
ON THE GROUNDS OF RELIGIOUS CONVICTION OR BELIEF AND OF HEARING  
BEFORE THE ONTARIO PUBLIC SERVICE LABOUR RELATIONS TRIBUNAL

Between:

Applicant,

— and —

Respondent  
Employee  
Organization,

— and —

Respondent  
Employer or  
Representative  
of the  
Employer

TO THE RESPONDENT:

1. TAKE NOTICE that the applicant, on the                      day of                      , 19                      , made an application to the Ontario Public Service Labour Relations Tribunal for exemption from the payment of dues or contributions to an employee organization provision in a collective agreement entered into between the employee organization and the employer. A copy of the application is attached.

2. You shall send your reply to this application accompanied by the collective agreement between the employee organization and the employer to the Tribunal so that,

- (a) it is received by the Tribunal; or
- (b) if mailed by registered mail addressed to the Tribunal at its office, Suite 2100, 180 Dundas St. W., Toronto, Ontario, it is mailed,

not later than the                      day of                      , 19                      .

3. If you fail to send your reply to the Tribunal so that,

- (a) it is received by the Tribunal; or
- (b) if mailed by registered mail addressed to the Tribunal at its office, Suite 2100, 180 Dundas St. W., Toronto, Ontario, it is mailed,

on or before the                      day of                      , 19                      , the Tribunal may dispose of the application on the evidence and representations placed before it by the applicant without further notice to you.

4. The hearing of the application by the Tribunal will take place at its Board Room, Suite 2100, 180 Dundas St. W., Toronto, Ontario, on                      day, the                      day of                      , 19                      , at                      o'clock in the                      noon.

DATED this                      day of                      , 19                      .

.....  
Registrar

FILE NO. ....

Form 27

*Crown Employees Collective Bargaining Act*

REPLY TO AN APPLICATION FOR EXEMPTIONS FROM DUES PAYMENT OF CONTRIBUTIONS  
TO AN EMPLOYEE ORGANIZATION AS PROVIDED IN A COLLECTIVE AGREEMENT  
ON THE GROUNDS OF RELIGIOUS CONVICTION OR BELIEF  
BEFORE THE ONTARIO PUBLIC SERVICE LABOUR RELATIONS TRIBUNAL

Between:

Applicant,

— and —

Respondent  
Employee  
Organization

— and —

Respondent  
Employer or  
Representative  
of the  
Employer

The respondent replies to the application for exemption from the payment of dues or contributions to an employee organization provision in a collective agreement between the employee organization and employer as follows:

1. (a) correct name of respondent :
- (b) address of respondent :
- (c) address of respondent for service :
2. A collective agreement, a copy of which is enclosed, was entered into between the employee organization and the employer on the                      day of                      , 19                      , and is operative from the                      day of                      , 19                      , to the                      day of                      , 19                      .
3. The provision respecting the payment of dues or contributions to an employee orgaanization in the collective agreement is as follows :
4. The respondent replies to the application as follows :

DATED at                      , this                      day of                      , 19                      .

.....  
(signature for the respondent)

Form 28

Crown Employees Collective Bargaining Act

COMPLAINT UNDER SECTION 30 OF THE ACT  
BEFORE THE ONTARIO PUBLIC SERVICE LABOUR RELATIONS TRIBUNAL

Between:

Complainant,

— and —

Respondent.

The complainant complains that the grievor(s) named in paragraph 2 has (have) been dealt with by the respondent contrary to the provisions of section(s) .....  
(specify relevant section(s) see .....of the *Crown Employees Collective Bargaining Act*, and requests Note Number 1 below)

that.....  
.....  
(state relief sought by grievor(s) see Note Number 2 below)

1. (a) name of complainant:

(b) address of complainant for service:

(c) name of respondent:

(d) address of respondent:

2. (a) name(s) of grievor(s):

(b) address(es) and telephone number(s) of grievor(s):

\*Strike out if not applicable. \*3. (a) name of any other person or organization that may be affected by the complaint:

(b) address of person, or organization that may be affected by the complaint:

4. The following is a concise statement of the nature of each act or omission complained of (use additional sheets if necessary. See Note Number 3 below)

On or about.....the grievor(s) was  
(date of alleged violation)

(were) dealt with by.....  
(the respondent where respondent is an individual)

.....  
(or name and position with respondent)

of the respondent contrary to the provisions of section(s).....

.....

of the *Crown Employees Collective Bargaining Act* in that he did on his own behalf or on behalf of the respondent:

- 5. The following steps have been taken on behalf of the grievor(s) for the adjustment of the matters giving rise to the complaint (if none has been taken state the reason why):
- 6. The person or organization set out above in paragraph 3 (a) is affected by the complaint for the following reason(s):
- 7. Other relevant statements:

DATED at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

.....  
(signature of complainant)

N.B. Failure to complete this form, setting out all the particulars, may cause delay in the processing of this complaint.

NOTES

- 1 Before a grievor is entitled to relief under section 32 of the Act, it must be established that the respondent has acted contrary to some section of the *Crown Employees Collective Bargaining Act* OTHER THAN SECTION 32. Where the complaint is made under clause 32 (1) (a) of the Act insert in the space indicated the section or sections of the Act the respondent is alleged to have violated.  
  
Where the complaint is made under clause 32 (1) (b) of the Act insert in the space indicated "section 36".  
  
Where the complaint is made under clause 32 (1) (c) of the Act insert in the space indicated the section or sections of the Act named in clause 32 (1) (c) which the respondent is alleged to have violated.
- 2. The relief which the Tribunal is entitled to give is set out in clauses 32 (4) (a), (b) and (c) of the Act.
- 3. Paragraph 4 should be completed with care. Each act or omission complained of, together with the section of the Act alleged to have been violated in each instance, shall be specified.  
  
There shall be a concise statement of the material facts, actions and omissions upon which he intends to rely as constituting such improper or irregular conduct, including the time when and the place where the actions or omissions complained of occurred and the names of the persons who engaged in or committed them, but not the evidence by which the material facts, actions or omissions are to be proved, and, where he alleges that the improper or irregular conduct constitutes a violation of any provision of the Act, he shall include a reference to the section or sections of the Act containing such provision.
- 4. No person shall adduce evidence at the hearing of an application or complaint of any material fact that has not been included in the application or complaint or in any document filed under these Rules in respect of the application or complaint, except with the consent of the Tribunal and, if the Tribunal considers it advisable to give such consent, it may do so upon such terms and conditions as it thinks advisable.



7. The complainant requests that the respondent be required to:.....  
.....  
(state specific relief sought by grievor(s) )  
.....

DATED at , this day of , 19 .  
.....  
(signature of complainant)

N.B. Failure to complete this form setting out all the particulars, or failure to file an original signed copy of the terms of settlement of the prior complaint under section 32 of the Act may cause delay in the processing of this complaint.

O. Reg. 150/73, s. 2, *part.*

FILE NO.....

Form 30

*Crown Employees Collective Bargaining Act*

NOTICE OF INQUIRY INTO COMPLAINT UNDER SECTION 32 OF THE ACT  
BEFORE THE ONTARIO PUBLIC SERVICE LABOUR RELATIONS TRIBUNAL

Between:

Complainant,

— and —

Respondent.

To:

1. TAKE NOTICE that has been authorized by  
the Ontario Labour Relations Tribunal on the day of , 19 to inquire into  
the complaint of the complainant that  
and to report to the Board

2. AND FURTHER TAKE NOTICE that the inquiry by  
on day, the day of , 19 , o'clock in the  
noon,

DATED this day of , 19 .  
.....  
Registrar

O. Reg. 150/73, s. 2, *part.*

FILE NO. ....

## Form 31

*Crown Employees Collective Bargaining Act*REPLY TO COMPLAINT UNDER SECTION 32 OF THE ACT  
BEFORE THE ONTARIO PUBLIC SERVICE LABOUR RELATIONS BOARD

Between:

Complainant,

— and —

Respondent.

The respondent states in reply to the complaint of the complainant as follows:

1. (a) correct name of respondent:  
(b) address of respondent:  
(c) address of respondent for service:
2. (a) name, if any, of any other person or organization that may be affected by the complaint:  
(b) address of person or organization that may be affected by the complaint:
3. The person or organization set out above in paragraph 2 (a) is affected by the complaint for the following reason(s):
4. The respondent replies to the complaint as follows:

DATED at , this day of , 19 .

.....  
(signature for the respondent)O. Reg. 150/73, s. 2, *part.*

FILE NO. ....

## Form 32

*Crown Employees Collective Bargaining Act*INTERVENTION IN COMPLAINT UNDER SECTION 32 OF THE ACT  
BEFORE THE ONTARIO PUBLIC SERVICE LABOUR RELATIONS TRIBUNAL

Between:

Complainant,

— and —

Respondent.

..... intervenes

(name of intervener)

in this proceeding.

1. The intervener states:  
(a) address of intervener:  
(b) address of intervener for service:
2. The intervener claims to be affected by the complaint for the following reason(s):
3. The intervener desires to make the following submissions:

DATED at , this day of , 19 .

.....  
(signature for the intervener)O. Reg. 150/73, s. 2, *part.*

FILE NO. ....

## Form 33

*Crown Employees Collective Bargaining Act*NOTICE OF REPORT OF ADJUDICATOR OR INVESTIGATOR  
BEFORE THE ONTARIO PUBLIC SERVICE LABOUR RELATIONS TRIBUNAL

Between:

Applicant,

— and —

Respondent,

— and —

Intervener.

To:

1. Attached hereto is a copy of the report of \_\_\_\_\_ upon the inquiry he was authorized to make under the Tribunal's direction, dated the \_\_\_\_\_, 19\_\_\_\_ in this matter.

2.—(1) TAKE NOTICE that if you desire to make representations as to the accuracy of the report or as to the conclusions the Tribunal should reach in view of the report, you shall send to the Tribunal a statement of desire to make representations which shall,

- (a) be in writing signed by the person making the statement or his representative;
- (b) contain the names of the parties to the application;
- (c) contain a return mailing address; and
- (d) contain a statement as to whether you desire a hearing before the Tribunal in connection with the report.

(2) If you desire to make representations as to the accuracy of the report, your statement of desire shall contain a concise statement of your allegations as to errors in or omissions from the report.

(3) If ou wish to make representations as to the conclusions the Tribunal should reach in view of the report, your statement shall contain a summary of the representations you wish the Tribunal to consider in connection with the report.

3. A statement referred to in paragraph 2 shall be sent to the Tribunal so that,

- (a) It is received by the Tribunal not later than the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_; or
- (b) if it is mailed by registered mail addressed to the Tribunal at its office, Suite 2100, 180 Dundas St. W., Toronto, Ontario, it is mailed not later than the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\*4. IF NO STATEMENT OF DESIRE TO MAKE REPRESENTATIONS IS SENT TO THE TRIBUNAL IN ACCORDANCE WITH PARAGRAPHS 2 AND 3, THE TRIBUNAL MAY DISPOSE OF THE APPLICATION UPON THE MATERIAL BEFORE IT WITHOUT FURTHER NOTICE TO THE PARTIES.

DATED at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

.....  
Registrar

\*If you do not request a hearing but wish the Tribunal to consider your representations on the report without a hearing, you shall include in your statement of desire all the representations you desire the Tribunal to consider in connection with the report.

O. Reg. 150/73, s. 2, *part.*

Form 34

Crown Employees Collective Bargaining Act

APPLICATION FOR DECLARATION THAT  
EMPLOYEE ORGANIZATION HAS DECLARED OR AUTHORIZED A STRIKE  
BEFORE THE ONTARIO PUBLIC SERVICE LABOUR RELATIONS TRIBUNAL

Between:

Applicant,

— and —

Respondent.

The applicant applies to the Ontario Public Service Labour Relations Tribunal for a declaration that the respondent has declared or authorized a strike contrary to section 31 of the Act.

The applicant states:

- 1. (a) address of applicant:
- (b) address of applicant for service:
- (c) address of respondent:
- 2. The material facts upon which the applicant intends to rely in support of its allegation are as follows:

DATED at , this day of , 19 .  
.....  
(signature for the applicant)

O. Reg. 150/73, s. 2, part.

Form 35

Crown Employees Collective Bargaining Act

APPLICATION FOR DECLARATION THAT EMPLOYEES ARE ENGAGING IN A STRIKE  
BEFORE THE ONTARIO PUBLIC SERVICE LABOUR RELATIONS TRIBUNAL

Between:

Applicant,

— and —

Respondents.

The applicant applies to the Ontario Public Service Labour Relations Tribunal for a declaration that employees of the applicant are engaging in a strike contrary to section 27 of the Act.

The applicant states:

- 1. (a) address of applicant:
- (b) address of applicant for service:
- (c) addresses of respondents:
- 2. The material facts upon which the applicant intends to rely in support of allegation are as follows:

DATED at , this day of , 19 .  
.....  
(signature for the applicant)

O. Reg. 150/73, s. 2, part.

Form 36

Crown Employees Collective Bargaining Act

APPLICATION FOR DECLARATION THAT EMPLOYER HAS CAUSED LOCK-OUT  
BEFORE THE ONTARIO PUBLIC SERVICE LABOUR RELATIONS TRIBUNAL

Between:

Applicant,

— and —

Respondent.

The applicant applies to the Ontario Public Service Labour Relations Tribunal for a declaration that the respondent has caused a lock-out contrary to section 27 of the Act.

The applicant states:

1. (a) address of applicant:
- (b) address of applicant for service:
- (c) address of respondent:
2. The material facts upon which the applicant intends to rely in support of its allegation are as follows:

DATED at , this day of , 19 .

.....  
(signature for the applicant)

O. Reg. 150/73, s. 2, *part.*

FILE NO.....

Form 37

Crown Employees Collective Bargaining Act

NOTICE OF APPLICATION FOR DECLARATION AS TO STRIKE OR LOCK-OUT  
OR FOR CONSENT TO INSTITUTE PROSECUTION AND OF HEARING  
BEFORE THE ONTARIO PUBLIC SERVICE LABOUR RELATIONS TRIBUNAL

Between:

Applicant,

— and —

Respondent.

TO THE RESPONDENT,

1. TAKE NOTICE that the applicant, on , 19 , made to the Ontario Public Service Labour Relations Tribunal an application, a copy of which is attached, for

2. You shall send to the Tribunal your reply, if any, to this application, so that,

(a) it is received by the Tribunal; or

(b) if mailed by registered mail addressed to the Tribunal at its office, Suite 2100, 180 Dundas St. W., Toronto, Ontario, it is mailed not later than the                      day of                      , 19                      .

3. AND FURTHER TAKE NOTICE of the hearing of the application by the Tribunal at its Board Room, Suite 2100, 180 Dundas St. W., Toronto, Ontario, on                      day, the                      day of                      , 19                      , at                      o'clock.

4. If you fail to attend the hearing of the application on the                      day of                      , 19                      , or at any continuation thereof, the Tribunal may dispose of the application on the evidence and representations placed before it at such hearing or hearings without further notice to you.

DATED this                      day of                      , 19                      .

.....  
Registrar

O. Reg. 150/73, s. 2, *part*.

FILE NO.....

Form 38

*Crown Employees Collective Bargaining Act*

REPLY TO APPLICATION FOR DECLARATION AS TO STRIKE OR LOCK-OUT  
BEFORE THE ONTARIO PUBLIC SERVICE LABOUR RELATIONS TRIBUNAL

Between:

Applicant,

— and —

Respondent.

\*Strike out if not applicable.      The respondent states in reply to the application for a declaration as to the      \*strike      as follows:      \*lock-out

1. (a) correct name of respondent:

(b) address of respondent:

(c) address of respondent for service:

2. The respondent replies to the application as follows:

DATED at                      , this                      day of                      , 19                      .

.....  
(signature for the respondent)

O. Reg. 150/73, s. 2, *part*.

## Form 39

*Crown Employees Collective Bargaining Act*APPLICATION FOR CONSENT TO INSTITUTE PROSECUTION  
BEFORE THE ONTARIO PUBLIC SERVICE LABOUR RELATIONS TRIBUNAL

Between:

Applicant,

— and —

Respondent.

The applicant applies to the Ontario Public Service Labour Relations Tribunal for consent to institute a prosecution of the respondent for an offence under the Act.

The applicant states:

1. (a) address of applicant:

(b) address of applicant for service:

(c) address of respondent:

2. The nature of the alleged offence:

3. The date of commencement of the alleged offence:

4. The material facts upon which the applicant intends to rely as establishing the offence are as follows:

DATED at , this day of , 19 .

.....  
(signature for the applicant)O. Reg. 150/73, s. 2, *part.*

FILE No. ....

Form 40

Crown Employees Collective Bargaining Act

REPLY TO APPLICATION FOR CONSENT TO INSTITUTE PROSECUTION  
BEFORE THE ONTARIO PUBLIC SERVICE LABOUR RELATIONS TRIBUNAL

Between:

Applicant,

— and —

Respondent.

The respondent states in reply to the application for consent to prosecute for an offence under the Act as follows:

- 1. (a) correct name of respondent:
- (b) address of respondent for service:
- (c) address of respondent:

2. The respondent replies to the application as follows:

DATED at , this day of , 19 .

.....  
(signature for the respondent)

O. Reg. 150/73, s. 2, *part*.

Form 41

Crown Employees Collective Bargaining Act

In the matter of a decision of the Grievance Settlement Board under section 19 of the *Crown Employees Collective Bargaining Act*.

Between:

Complainant,

— and —

Respondent.

To: The Registrar of the Supreme Court:

- 1. I, ..... being a  
(name)  
.....  
(Party, employer, employee organization or employee)  
affected by the decision of the Grievance Settlement Board under section 19 of the *Crown Employees Collective Bargaining Act*, hereby files the decision under the said section 19.

- 2. The decision was made under the following circumstances:
  - i. Members of the Grievance Settlement Board:
  - ii. Appearances for Complainant:
  - iii. Appearances for Respondent:
  - iv. Date and Place of Hearing:
  - v. Date of Decision:
  - vi. Date of Release of Decision:
  - vii. Date Provided in Decision for Compliance:

- 3. The decision, exclusive of the reasons therefor, reads as follows:
- 4. The respondent has failed to comply with the decision.

DATED at , this day of , 19 .

I certify that the copy of the decision is a true copy and the particulars set out herein are within my knowledge and accurate.

.....  
(signature of person filing the decision or, where person filing is an employee organization, of an officer authorized in that behalf)

O. Reg. 150/73, s. 2, *part*.

Form 42

*Crown Employees Collective Bargaining Act*

STATEMENT OF TRUSTEESHIP OVER EMPLOYEE ORGANIZATION TO THE  
ONTARIO PUBLIC SERVICE LABOUR RELATIONS TRIBUNAL

.....  
(name of parent body filing statement)

having assumed supervision or control over.....  
(name of subordinate employee organization)

submits the following information to The Ontario Public Service Labour Relations Tribunal under section 46 of the *Crown Employees Collective Bargaining Act*:

- 1. (a) Head office address of parent body that has assumed supervision or control:
  - (b) Address for service of such parent body:
- 2. Address of the subordinate employee organization:
- 3. Date on which supervision or control was assumed:
- 4.—(1) Name(s) and address(es) of person(s) appointed to exercise supervision or control over subordinate employee organization:
  - (2) The appointment made:
    - (a) if by the executive or other body by (the name of the body and the names and official positions of the persons composing the body):
    - (b) if by an individual or individuals by (the name(s) and official position(s) of such person(s) ):

5. Period of time during which supervision or control is to be exercised:

6.—(1) Detailed statement of the terms under which supervision or control is to be exercised (give the provisions of any document, including the constitution or by-laws, appointing a supervisor or controller and defining the terms under which supervision or control is to be exercised):

(2) The provisions, if any, that have been made in the terms under which supervision or control is to be exercised for:

- (a) the holding of membership meetings of the subordinate employee organization:
- (b) the representation of members of the subordinate employee organization at conferences and conventions of the employee organization that has assumed supervision or control over the subordinate employee organization:

DATED at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

.....  
(signatures of principal officers)

O. Reg. 150/73, s. 2, *part.*

Form 43

*Crown Employees Collective Bargaining Act*

ONTARIO PUBLIC SERVICE LABOUR RELATIONS TRIBUNAL

Between:

Applicant,

— and —

Respondent,

— and —

Intervener.

I,.....of the.....  
of.....in the.....  
of.....  
(occupation)

make oath and say as follows:

I did on.....day, the.....day of....., 19.....,  
personally serve.....with the attached summons by delivering a true  
copy of the summons to and leaving it with such person at.....  
together with \$.....as conduct money

SWORN before me at the.....  
.....of.....  
this.....day of.....  
19....

}  
}

O. Reg. 150/73, s. 2, *part.*

## REGULATION 233

### under the Crown Employees Collective Bargaining Act

#### RULES OF PROCEDURE

##### INTERPRETATION

#### 1.—(1) In these Rules,

- (a) “file” means, except where otherwise stated, file with the Tribunal;
- (b) “registrar” means the registrar of the Tribunal;
- (c) “respondent” means the person named in an application or complaint or added as a respondent by the Tribunal.

(2) Where a period of time is prescribed by these Rules and is expressed as a number of days, holidays and Saturdays shall not be counted in the computation of the period. O. Reg. 151/73, s. 1.

##### APPLICATIONS

##### GENERAL

2. Where an application is made to the Tribunal, the registrar shall fix a terminal date for the application which shall be not less than ten days and not more than thirty days, as directed by the Tribunal, after,

- (a) the day on which the registrar serves the employer with notice of application for posting, where it is personally served; or
- (b) the day immediately following the day on which the registrar mails the notice of application to the employer for posting, where it is served by mail. O. Reg. 151/73, s. 2.

##### REPRESENTATION RIGHTS

3. An application for representation rights as bargaining agent shall be made in quadruplicate in Form 4 of Regulation 232 of Revised Regulations of Ontario, 1980 and shall be accompanied by the statement of the employee organization in Form 1 of the said Regulation, the statement of income and expenditure in Form 2 of the said Regulation and the affidavit in Form 3 of the said Regulation. O. Reg. 151/73, s. 3.

4.—(1) The registrar shall serve the applicant with a notice of the fixing of the terminal date for the application in Form 5 of Regulation 232 of Revised Regulations of Ontario, 1980.

(2) The registrar shall serve the respondent with,

(a) a copy of the application;

(b) a notice of application and of hearing in Form 6 of Regulation 232 of Revised Regulations of Ontario, 1980; and

(c) an appropriate number of notices of application in Form 7 of Regulation 232 of Revised Regulations of Ontario, 1980 for posting. O. Reg. 151/73, s. 4.

5. The applicant shall, not later than the second day after the terminal date for the application, file a declaration concerning membership documents in Form 8 of Regulation 232 of Revised Regulations of Ontario, 1980. O. Reg. 151/73, s. 5.

6.—(1) The respondent shall file a reply in quadruplicate in Form 9 of Regulation 232 of Revised Regulations of Ontario, 1980 not later than the terminal date for the application and the reply shall be accompanied by a copy of any existing or recently expired collective bargaining agreement that is or was recently binding upon the respondent in the bargaining unit claimed by either the application or the respondent to be appropriate.

(2) The respondent shall file with its reply documents, from among existing employment records, containing the signatures of the employees whose names appear on the list of employees in the bargaining unit arranged as in the Schedule to Form 9 of Regulation 232 of Revised Regulations of Ontario, 1980.

(3) The accuracy of the list of employees in the Schedule to Form 9 of Regulation 232 of Revised Regulations of Ontario, 1980 shall be certified by an officer of the employer or by an officer of the agency of the employer, as the case requires, by his signature at the foot or end of the Schedule.

(4) Where the respondent proposes a bargaining unit different from the one proposed by the applicant, the respondent, or the body representing the respondent, shall indicate on the list of employees in the Schedule to Form 9 of Regulation 232 of Revised Regulations of Ontario, 1980 the name and classification of any person the respondent proposes should be excluded from, as well as the name and classification of any person the respondent proposes should be added to the bargaining unit proposed by the applicant and shall file with the Tribunal documents containing the signatures of any such additional person. O. Reg. 151/73, s. 6.

7. The registrar shall serve upon any employee organization named in the application or reply as

claiming, or known to him as claiming, to be the bargaining agent of or to represent any employees who may be affected by the application a copy of the application and a notice of application in Form 10 of Regulation 232 of Revised Regulations of Ontario, 1980. O. Reg. 151/73, s. 7.

8.—(1) An employee organization that is served with a notice of application or that claims to represent or to be the bargaining agent of any employees who may be affected by the application shall file its intervention, if any, in quadruplicate in Form 11 of Regulation 232 of Revised Regulations of Ontario, 1980 not later than the terminal date for the application.

(2) Where an employee organization referred to in subsection (1) claims to be the bargaining agent of any employees who may be affected by the application and is or was recently bound by a collective agreement with the respondent, it shall file a copy of the collective agreement. O. Reg. 151/73, s. 8.

9.—(1) An employee organization desiring representation rights as bargaining agent of employees who may be affected by the application shall file a notice of intervention and application for representation rights in quadruplicate in Form 12 of Regulation 232 of Revised Regulations of Ontario, 1980 not later than the terminal date for the application that shall be accompanied by a declaration concerning membership documents in Form 8 of the said Regulation.

(2) Section 2 does not apply to a notice and application under subsection (1).

(3) The registrar shall serve the employer with copies of the notice and application filed under subsection (1) for posting. O. Reg. 151/73, s. 9.

#### EVIDENCE AS TO REPRESENTATION

10.—(1) Evidence of membership in an employee organization or of objection by employees to representation rights of an employee organization or of signification by employees that they no longer wish to be represented by an employee organization shall not be accepted by the Tribunal on an application for representation rights or for a declaration terminating rights unless the evidence is in writing, signed by the employee or each member of a group of employees, as the case may be, and,

- (a) is accompanied by,
  - (i) the return mailing address of the person who files the evidence, objection or signification, and
  - (ii) the name of the body, if any representing the employer; and
- (b) is filed not later than the terminal date for the application.

(2) No oral evidence of membership in an employee organization or of objection by employees to representation rights of an employee organization or of signification by employees that they no longer wish to be represented by an employee organization shall be accepted by the Tribunal except to identify and substantiate the written evidence referred to in subsection (1).

(3) Any employee or group of employees affected by an application for representation rights or by a declaration of termination of representation rights and desiring to make representations to the Tribunal in opposition to the application may file a statement in writing of such desire in the form prescribed by subsection (1) not later than the terminal date for the application.

(4) An employee or group of employees who has filed a statement of desire in the form and manner required by this section may appear and be heard at the hearing or at any hearing directed by the Tribunal, in person or by a representative. O. Reg. 151/73, s. 10.

#### REPRESENTATION VOTES

11. Where the Tribunal directs the taking of a representation vote and refers the matter to the registrar, the registrar may, subject to the provisions of the reference,

- (a) settle the list of employees to be used for the purposes of the vote;
- (b) settle the form of the ballot;
- (c) settle the date and hour for the taking of the vote;
- (d) set the number and location of the polling places;
- (e) prepare notices of the taking of the vote in Form 13 of Regulation 232 of Revised Regulations of Ontario, 1980 and direct posting thereof by the employer on his premises;
- (f) act as the returning officer or appoint a returning officer;
- (g) appoint such deputy returning officers and poll clerks as he deems necessary;
- (h) give any directions he considers necessary for the disposition of improperly marked ballots and of ballots of persons whose eligibility to vote has been challenged by a party or is in doubt and generally for the proper conduct of the vote;
- (i) take the vote by secret ballot on the premises of the employer during working hours if practicable or, if not practicable, in any other manner or place approved by the Tribunal; and

- (j) direct all interested persons to refrain and desist from propaganda and electioneering during the day or days the vote is taken. O. Reg. 151/73, s. 11.

12.—(1) Subject to subsection (2), the returning officer shall, upon the completion of the vote,

- (a) prepare a report of the vote;
- (b) serve a copy of the report together with a notice of the report in Form 14 or 15, as the case requires, of Regulation 232 of Revised Regulations of Ontario, 1980 upon each of the parties;
- (c) serve the employer with an appropriate number of copies of the report and the notice; and
- (d) file a copy of the report.

(2) Where the Tribunal or the registrar directs that the ballot box be sealed and that the ballots be not counted pending a further direction by the Tribunal and the Tribunal subsequently directs that the ballots be counted, the returning officer shall, upon completion of the counting of the ballots,

- (a) prepare a report of the vote;
- (b) serve a copy of the report together with a notice of the report in Form 16 of Regulation 232 of Revised Regulations of Ontario, 1980 upon each of the parties;
- (c) serve the employer with an appropriate number of copies of the report and the notice; and
- (d) file a copy of the report.

(3) The employer shall post the copies of the report and notice immediately upon their receipt and keep them posted upon the employer's premises in conspicuous places where they are most likely to come to the attention of all employees who may be affected by the application until the expiration of the twelfth day after the day on which the returning officer served the employer with copies of the report and the notice.

(4) Immediately after the employer has posted the copies of the report and notice under subsection (3), the employer or the body shall file a return of posting in Form 17 of Regulation 232 of Revised Regulations of Ontario, 1980. O. Reg. 151/73, s. 12.

13.—(1) Subject to subsection (3), where a representation vote is taken,

- (a) a party; or
- (b) any employee or representative of a group of employees,

who desires to make representations as to any matter relating to the representation vote, or as to the accuracy of the report of the returning officer, or as to the conclusions the Tribunal should reach in view of the report, shall file a statement of desire as mentioned in Form 14 or 15, as the case may be, of Regulation 232 of Revised Regulations of Ontario, 1980 on or before the last day for the posting of the copies of the report and notices under subsection 12 (3).

(2) Where a representation vote is taken in connection with a direction that the ballot box be sealed and the Tribunal subsequently directs that the ballots be counted,

- (a) a party; or
- (b) any employee or representative of a group of employees, who desires to make representations as to the accuracy of the report of the returning officer on the counting of the ballots or the conclusions the Tribunal should reach in view of the report, shall file a statement of desire as mentioned in Form 16 of Regulation 232 of Revised Regulations of Ontario, 1980, on or before the last day of the posting of the copies of the report and notices under subsection 12 (3).

(3) Upon receiving a statement of desire to make representation in the form and manner required by this section that contains a statement that a party or any employee or representative of a group of employees desires a hearing before the Tribunal, the registrar shall serve a notice of hearing in Form 18 of Regulation 232 of Revised Regulations of Ontario, 1980 upon each of the parties to the proceedings and upon each person who has filed a statement.

(4) Where no statement of desire to make representations has been filed in the form and manner required by this section, or no such statement that has been filed states that a party, employee or representative of a group of employees desires a hearing before the Tribunal, the Tribunal may dispose of the application upon the material then before it without further notice to any party or to the employees. O. Reg. 151/73, s. 13.

#### INQUIRY OFFICERS

14.—(1) In this section, "inquiry officer" means a person, other than a person making an inquiry under section 32 of the Act, authorized by the Tribunal to inquire into and report upon any matter arising out of a proceeding before the Tribunal.

(2) An inquiry officer shall file his report immediately upon its completion and where the Tribunal so directs, the registrar shall serve upon each of the parties to the proceeding and, in the case of an application for representation rights or for a declaration terminating bargaining rights, upon any employee or representative of a group of employees

who appeared at the hearing of the application, a copy of the report and a notice of the report in Form 19 of Regulation 232 of Revised Regulations of Ontario, 1980.

(3) Any person who is served with a notice of the report and desires to make representations concerning the report shall file a statement of desire as mentioned in Form 19 of Regulation 232 of Revised Regulations of Ontario, 1980 not later than the twelfth day after,

- (a) the day on which the registrar served the notice of the report, where it was served personally; or
- (b) the day immediately following the day on which the registrar mailed the notice of the report, where it was served by mail.

(4) Where no statement of desire to make representations has been filed in the form and manner required by subsection (3), or any such statement that has been filed does not state that a party, employee or representative of a group of employees desires a hearing before the Tribunal, the Tribunal may dispose of the application upon the material before it without further notice to any party or to the employees.

(5) Where a statement of desire to make representations is filed in the form and manner required by this section and the person filing the statement states that he desires a hearing, or where the Tribunal so directs, the registrar shall serve each of the parties to the proceedings with a notice of hearing in Form 18 of Regulation 232 of Revised Regulations of Ontario, 1980. O. Reg. 151/73, s. 14.

#### TERMINATION OF REPRESENTATION RIGHTS

15. An application for a declaration of termination of representation rights shall be made in quadruplicate in Form 20 of Regulation 232 of Revised Regulations of Ontario, 1980. O. Reg. 151/73, s. 15.

16.—(1) The registrar shall serve the applicant with a notice of the fixing of the terminal date for the application in Form 5 of Regulation 232 of Revised Regulations of Ontario, 1980.

(2) The registrar shall serve the respondent with,

- (a) a copy of the application; and
- (b) a notice of application and of hearing in Form 21 of Regulation 232 of Revised Regulations of Ontario, 1980.

(3) The registrar shall serve the employer with an appropriate number of notices of application in Form 22 of Regulation 232 of Revised Regulations of Ontario, 1980 for posting. O. Reg. 151/73, s. 16.

17. A respondent shall file a reply in quadruplicate in Form 23 of Regulation 232 of Revised Regulations

of Ontario, 1980 not later than the terminal date for the application. O. Reg. 151/73, s. 17.

18.—(1) Where the application is made by a person other than the employer, the registrar shall serve the employer with a copy of the application and a notice of application and of hearing in Form 24 of Regulation 232 of Revised Regulations of Ontario, 1980.

(2) The employer, when a copy of an application and a notice of application and of hearing are served as set out in subsection (1) shall file an intervention, if any, in quadruplicate in Form 11 of Regulation 232 of Revised Regulations of Ontario, 1980 not later than the terminal date for the application.

(3) Where the employer files an intervention, the employer shall file,

- (a) a list arranged as in the Schedule to Form 24 of Regulation 232 of Revised Regulations of Ontario, 1980 of all employees in the bargaining unit described in the application as at the date when the application was made; and
- (b) documents arranged in alphabetical order from among existing employment records containing signatures of the employees whose names appear on the list referred to in clause (a),

and the accuracy of the list of employees shall be certified by an officer of the employer or by an officer of the agency of the employer, as the case requires, by his signature at the foot or end of the list. O. Reg. 151/73, s. 18.

#### EXEMPTION FROM PAYMENT OF DUES OR CONTRIBUTIONS TO AN EMPLOYEE ORGANIZATION PROVISIONS OF A COLLECTIVE AGREEMENT

19.—(1) An application for exemption from a payment of dues or contributions to an employee organization provision in a collective agreement on the grounds of religious conviction or belief shall be made in quadruplicate in Form 25 of Regulation 232 of Revised Regulations of Ontario, 1980.

(2) Section 2 does not apply to an application under subsection (1). O. Reg. 151/73, s. 19.

20. The registrar shall serve the employee organization and the employer or the body that represents the employer, as the case requires, with a copy of the application and a notice of application and of hearing in Form 26 of Regulation 232 of Revised Regulations of Ontario, 1980 and shall serve the applicant with a notice of hearing in Form 18 of Regulation 232 of Revised Regulations of Ontario, 1980. O. Reg. 151/73, s. 20.

21.—(1) The employee organization and the employer or the body that represents the employer, as the case requires, shall file their replies in quadruplicate

plicate in Form 27 of Regulation 232 of Revised Regulations of Ontario, 1980 not later than the twelfth day after,

- (a) the day on which the registrar served the notice of application and of hearing, where it was served personally; or
- (b) the day immediately following the day on which the registrar mailed the notice of application and of hearing, where it was served by mail.

(2) Each reply shall be accompanied by a copy of the collective agreement in operation between the employee organization and employer at the date of the application. O. Reg. 151/73, s. 21.

#### COMPLAINT UNDER SECTION 32 OF THE ACT

22. A complaint under section 32 of the Act shall be made in quadruplicate in Form 28 or 29, as the case requires, of Regulation 232 of Revised Regulations of Ontario, 1980. O. Reg. 151/73, s. 22.

23. Where the Tribunal authorizes an investigator to inquire into a complaint, the investigator shall deliver a copy of the complaint to,

- (a) the person against whom the complaint is made;
- (b) each interested person named in the complaint; and
- (c) such other persons as the Tribunal may direct. O. Reg. 151/73, s. 23.

24.—(1) Where the Tribunal inquires into the complaint by means of a hearing by the Tribunal, the registrar shall serve,

- (a) the complaint;
- (b) the person against whom the complaint is made;
- (c) each interested person named in the complaint; and
- (d) such other persons as the Tribunal may direct,

with a notice of hearing in Form 18 of Regulation 232 of Revised Regulations of Ontario, 1980 and where a copy of the complaint has not been previously served upon such persons other than the complainant the registrar shall also serve a copy of the complaint upon them.

(2) Where the Tribunal, pursuant to clause 41 (1) (d) of the Act, authorizes an adjudicator to inquire into the complaint and report to the Tribunal, the registrar shall serve,

- (a) the complainant;

(b) the person against whom the complaint is made;

(c) each interested person named in the complaint; and

(d) such other person as the Tribunal may direct,

with a notice of inquiry in Form 30 of Regulation 232 of Revised Regulations of Ontario, 1980.

(3) The person against whom the complaint is made shall file his reply, if any, in quadruplicate in Form 31 of Regulation 232 of Revised Regulations of Ontario, 1980 not later than the twelfth day after,

- (a) the day on which the registrar served the notice of hearing or inquiry, where it was served personally; or
- (b) the day immediately following the day on which the registrar mailed the notice of hearing or inquiry, where it was served by mail.

(4) A person, other than the person against whom the complaint is made, who has been served with a copy of the complaint and notice of hearing, shall file his intervention, if any, in quadruplicate in Form 32 of Regulation 232 of Revised Regulations of Ontario, 1980 not later than the twelfth day after,

- (a) the day on which the registrar served the notice of hearing or inquiry, where it was served personally; or
- (b) the day immediately following the day on which the registrar mailed the notice of hearing or inquiry, where it was served by mail. O. Reg. 151/73, s. 24.

25.—(1) The registrar shall serve a copy of the report of an adjudicator or investigator authorized to inquire into the complaint, together with a notice of the report in Form 33 of Regulation 232 of Revised Regulations of Ontario, 1980, upon each of the persons served with the notice of inquiry.

(2) Any person served with the notice of inquiry who desires to make representation concerning the report shall file a statement of desire as mentioned in Form 33 of Regulation 232 of Revised Regulations of Ontario, 1980 not later than the twelfth day after,

- (a) the day on which the registrar served the person with the notice of report, where it was served personally; or
- (b) the day immediately following the day on which the registrar mailed the notice of report to the person, where it was served by mail.

(3) Where the registrar receives a statement of desire to make representations in the form and

manner required by this section, or where the Tribunal so directs, the registrar shall serve each of the persons served with a notice of inquiry with a notice of hearing by the Tribunal in Form 18 of Regulation 232 of Revised Regulations of Ontario, 1980. O. Reg. 151/73, s. 25.

#### DECLARATION AS TO STRIKE OR LOCK-OUT

**26.—**(1) An application for a declaration that an employee organization has declared or authorized a strike or that employees are engaging in a strike shall be made in quadruplicate in Form 34 or 35, as the case requires, of Regulation 232 of Revised Regulations of Ontario, 1980.

(2) An application for a declaration that the employer has declared or authorized a lock-out or is engaging in a lock-out shall be made in quadruplicate in Form 36 of Regulation 232 of Revised Regulations of Ontario, 1980.

(3) Section 2 does not apply to an application under subsection (1) or (2). O. Reg. 151/73, s. 26.

**27.** The registrar shall serve each respondent with,

- (a) a copy of the application; and
- (b) a notice of application and of hearing in Form 37 of Regulation 232 of Revised Regulations of Ontario, 1980. O. Reg. 151/73, s. 27.

**28.** A respondent may reply by filing his reply in quadruplicate in Form 38 of Regulation 232 of Revised Regulations of Ontario, 1980 not later than the sixth day after,

- (a) the day on which the registrar served the respondent with the notice of application, where it was served personally; or
- (b) the day immediately following the day on which the registrar mailed the notice of application to the respondent, where it was served by mail. O. Reg. 151/73, s. 28.

#### CONSENT TO INSTITUTE PROSECUTION

**29.—**(1) An application for consent to institute a prosecution shall be made in quadruplicate in Form 39 of Regulation 232 of Revised Regulations of Ontario, 1980.

(2) Section 2 does not apply to an application under subsection (1).

(3) The registrar shall serve each respondent with,

- (a) a copy of the application; and
- (b) a notice of application and of hearing in Form 37 of Regulation 232 of Revised Regulations of Ontario, 1980. O. Reg. 151/73, s. 29.

**30.** A respondent may reply by filing his reply in quadruplicate in Form 40 of Regulation 232 of Revised Regulations of Ontario, 1980 not later than the sixth day after,

- (a) the day on which the registrar served the respondent with the notice of application, where it was served personally; or
- (b) the day immediately following the day on which the registrar mailed the notice of application to the respondent, where it was served by mail. O. Reg. 151/73, s. 30.

#### PARTICULARS

**31.—**(1) Where a person intends to allege, at the hearing of an application or complaint, improper or irregular conduct by any person, he shall,

- (a) include in the application or complaint; or
- (b) file a notice of intention that shall contain,

a concise statement of the material facts, actions and omissions upon which he intends to rely as constituting such improper or irregular conduct, including the time when and the place where the actions or omissions complained of occurred and the names of the persons who engaged in or committed them, but not the evidence by which the material facts, actions or omissions are to be proved, and, where he alleges that the improper or irregular conduct constitutes a violation of any provision of the Act, he shall include a reference to the section or sections of the Act containing such provision.

(2) Where, in the opinion of the Tribunal a person has not filed notice of intention promptly upon discovering the alleged improper or irregular conduct, he shall not adduce evidence at the hearing of the application of such facts, except with the consent of the Tribunal and, if the Tribunal considers it advisable to give such consent, it may do so upon such terms and conditions as it considers advisable.

(3) Where a statement in an application or complaint or in any document in respect of the application or complaint is so indefinite or incomplete as to hamper any person in the preparation of his case, the Tribunal may, upon the request of the person made promptly upon receipt of the application, complaint or document, direct that the information stated be made specific or complete and, if the person so directed fails to comply with the direction, the Tribunal may strike the statement from the application, complaint or document.

(4) No person shall adduce evidence at the hearing of an application or complaint of any material fact that has not been included in the application or complaint or in any document in respect of the application or complaint, except with the consent

of the Tribunal and, if the Tribunal considers it advisable to give such consent, it may do so upon such terms and conditions as it considers advisable. O. Reg. 151/73, s. 31.

#### SERVICE

32. Where a notice of hearing in Form 18 of Regulation 232 of Revised Regulations of Ontario, 1980 is required to be served, it shall be served not less than four days before the day fixed for the hearing. O. Reg. 151/73, s. 32.

33.—(1) Where a document is required to be filed by these Rules, filing shall be deemed to be made,

- (a) at the time it is received by the Board; or
- (b) where it is mailed by registered mail addressed to the Tribunal at its office, at the time it is mailed.

(2) Where a document is required to be served by these Rules, the service may be made,

- (a) in person;
- (b) by mail addressed to the recipient at his address for service or his last-known or usual address or at his principal office or his place of business referred to in an application, complaint, intervention or reply in the proceeding;
- (c) upon the direction of the Tribunal where the Tribunal considers it necessary in the interests of justice, by,

- (i) telegram addressed to the recipient at his address for service or his last-known or usual address or at his principal office or his place of business referred to in an application, complaint, intervention or reply in the proceeding, or

- (ii) publication in a newspaper or public broadcast by radio or television having general circulation or reception in the area where the recipient has his address for service or his last-known or usual address or his principal office or his place of business referred to in an application, complaint, intervention or reply in the proceeding,

and a written, typewritten or printed copy of the document shall be given to the recipient if the recipient makes personal application therefor. O. Reg. 151/73, s. 33.

34.—(1) The registrar shall serve each of the parties to a proceeding with a copy of each reply, intervention, intervener's application for representa-

tion rights, statement of desire to make representations or notice of intention to make allegations of improper or irregular conduct, filed in the proceeding.

(2) Upon receipt of a statement of desire by an employee or a group of employees to make representations in opposition to an application under these Rules, the registrar shall inform in writing the applicant, the respondent and the intervener, if any, of the nature thereof. O. Reg. 151/73, s. 34.

35.—(1) Where the registrar serves the employer with notices of application for posting, the employer shall post the notices immediately upon their receipt and keep them posted upon his premises in conspicuous places where they are most likely to come to the attention of all employees who may be affected by the application until the expiration of the terminal date for the application.

(2) Immediately after the employer has posted the notices under subsection (1) the employer shall file a return of posting in Form 17 of Regulation 232 of Revised Regulations of Ontario, 1980. O. Reg. 151/73, s. 35.

36. Where an employee organization that makes an application for representation rights or that files an intervention has not been found by the Tribunal to be an employee organization within the meaning of clause 1 (1) (g) of the Act in a previous proceeding under the Act, the registrar shall serve upon the parties to the application and upon any employee organization upon whom he is required to effect service under section 7 of these Rules a notice to that effect and he shall also attach such a notice to any notice to employees of the making of an application that an employer is required to post under section 4 or 9 of these Rules. O. Reg. 151/73, s. 36.

#### GENERAL

37. The Tribunal may direct that any person be added as a party to a proceeding or be served with any document, as the Tribunal considers advisable. O. Reg. 151/73, s. 37.

38. The Tribunal may dispose of any application or complaint without further notice to anyone who has not filed a document in the proceeding in the form and manner prescribed by these Rules. O. Reg. 151/73, s. 38.

39. Where the Tribunal considers it necessary, it may at any time direct that a proceeding before the Tribunal be consolidated with any other proceeding before the Tribunal and it may issue such directions in respect of the conduct of the consolidated proceeding as it considers advisable. O. Reg. 151/73, s. 39.

40.—(1) The Tribunal may, if it considers it advisable in the interests of justice, adjourn any hearing for such time and to such place and upon such terms as it considers fit.

(2) The Tribunal may, upon such terms as it considers advisable, enlarge the time prescribed by these Rules for doing any act, serving any notice, filing any report, document or paper or taking any proceeding and may do so although application therefor is not made until after the expiration of the time prescribed.

(3) Where it is satisfied that it is necessary or convenient in the public interest, the Tribunal may abridge the time prescribed by these Rules for doing any act, serving any notice, filing any report, document or paper or taking any proceeding. O. Reg. 151/73, s. 40.

**41.** An application, reply, intervention, complaint, statement or desire to make representations

or notice may be amended before or at the hearing by leave of the Tribunal upon such terms and conditions as the Tribunal considers advisable. O. Reg. 151/73, s. 41.

**42.** No proceeding under these Rules is invalid by reason of any defect in form or of any technical irregularity. O. Reg. 151/73, s. 42.

**43.** The decisions, declarations, determinations, directions, orders and rulings of the Tribunal shall be signed on behalf of the Tribunal by the chairman or an adjudicator. O. Reg. 151/73, s. 43.

**44.** Procedure not prescribed is governed by analogy to these Rules. O. Reg. 151/73, s. 44.

## REGULATION 234

## under the Crown Timber Act

## GENERAL

## INTERPRETATION

## 1. In this Regulation,

- (a) "cwt." means one hundred pounds;
- (b) "hardwood" means non-coniferous;
- (c) "lodged", when used in respect of a tree, means that by reason of other than natural causes the tree does not fall to the ground after being,
  - (i) partly or wholly separated from its stump, or
  - (ii) displaced from its natural position;
- (d) "long-butt", when used as a verb, means to cut a log of any length from a tree or from a log, and to not utilize it and, when used as a noun, has a corresponding meaning;
- (e) "M.B.M." means thousand feet board-measure;
- (f) "merchantable log" means,
  - (i) a log of which more than one-half of the total content is sound wood when the content is measured in cubic feet, or
  - (ii) a log of which more than one-third of the total content is sound wood when the content is measured in board feet;
- (g) "merchantable tree" means a standing tree containing one or more merchantable logs having a total content of sound wood that is equal to more than one-half of the content of all the logs in the tree;
- (h) "operating year" means the twelve-month period commencing on the 1st day of April in any year and ending on the 31st day of March in the following year;

- (i) "stump height" means the vertical distance between the horizontal plane through the top of the stump and the horizontal plane through the highest point of the ground at its base. R.R.O. 1970, Reg. 159, s. 1; O. Reg. 335/74, s. 1; O. Reg. 160/80, s. 1.

## CROWN CHARGES

## 2.—(1) In this section and in sections 3 and 4,

- (a) "corporation" means any body corporate however and wherever incorporated;
- (b) "integrated licensee" means a licensee who owns or operates any pulp mill in Manitoba, Ontario or Quebec or is related to any person who owns or operates any such pulp mill;
- (c) "non-integrated licensee" means a licensee who is not an integrated licensee;
- (d) "quarter" means a period of three consecutive months commencing with the 1st day of January, April, July or October in any year;
- (e) "related persons" has the meaning given to that expression by subsection 251 (2) of the *Income Tax Act* (Canada) and, for the purposes of interpreting that subsection, the expressions "related group" and "unrelated group" used therein shall have the meaning given to them by the said section 251.

## (2) For the purposes of this section and sections 3 and 4,

- (a) a licensee is related to any person who owns or operates any pulp mill in Manitoba, Ontario or Quebec, if they are related persons;
- (b) where two corporations are related to the same corporation within the meaning of clause (1) (e), they shall be deemed to be related to each other;
- (c) a corporation shall be deemed to be controlled by another person or by two or more corporations if shares of the first-mentioned corporation carrying voting rights sufficient to elect a majority of the directors of the corporation are held, other than by way of security only, by or on behalf of such other persons or corporations; and

(d) subsections 251 (5) and (6) of the *Income Tax Act* (Canada) apply with necessary modifications. O. Reg. 511/78, s. 1.

3.—(1) The Crown dues to be paid in respect of any kind of timber listed in Column 1 of Schedule 1, other than killed or damaged timber, cut under a licence granted or renewed under section 2 of the Act, except a licence granted under subsection 2 (7) of the Act, are those fixed in Column 2 of Schedule 1 opposite such timber. O. Reg. 511/78, s. 2, *part*.

(2) The Crown dues to be paid in respect of any kind of timber listed in Column 1 of Schedule 1, other than killed or damaged timber, that is cut under

(a) a licence that is granted or renewed under section 3 of the Act and held by an integrated licensee; or

(b) an agreement that is entered into under subsection 6 (1) of the Act with an integrated licensee,

are those determined by the application of the following formula:

$$\text{Crown dues} = a \times \frac{b}{c}$$

where

a = the rate listed in Column 3 of Schedule 1 immediately opposite the kind of timber in respect of which Crown dues are being determined

b = the arithmetic mean of the six index numbers, from the price index designated in Column 4 of Schedule 1 immediately opposite the kind of timber in respect of which Crown dues are being determined, for the six consecutive months immediately preceding the commencement of the quarter within which such timber is measured

c = the number listed in Column 5 of Schedule 1 immediately opposite the kind of timber in respect of which Crown dues are being determined. O. Reg. 511/78, s. 2, *part*; O. Reg. 160/80, s. 2 (1).

(3) The Crown dues to be paid in respect of any kind of timber listed in Column 1 of Schedule 1, other than killed or damaged timber, that is cut under,

(a) a licence that is granted or renewed under section 3 of the Act and held by a non-integrated licensee; or

(b) an agreement that is entered into under subsection 6 (1) of the Act with a non-integrated licensee,

are those determined by the application of the following formula:

$$\text{Crown dues} = a \times \frac{b}{c}$$

where

a = the rate listed in Column 6 of Schedule 1 immediately opposite the kind of timber in respect of which Crown dues are being determined

b = the arithmetic mean of the six index numbers, from the price index designated in Column 7 of Schedule 1 immediately opposite the kind of timber in respect of which Crown dues are being determined, for the six consecutive months immediately preceding the commencement of the quarter within which such timber is measured

c = the number listed in Column 8 of Schedule 1 immediately opposite the kind of timber in respect of which Crown dues are being determined. O. Reg. 511/78, s. 2, *part*; O. Reg. 160/80, s. 2 (2).

(4) In Columns 4 and 7 of Schedule 1,

"Index 1" means the monthly industry selling price index for lumber, softwoods, spruce, east of the Rockies determined by Statistics Canada, wherein the year 1971 has a price index of 100;

"Index 2" means the monthly industry selling price index for pulp and paper mills determined by Statistics Canada, wherein the year 1971 has a price index of 100;

"Index 3" means the monthly industry selling price index for lumber, hardwoods, maple determined by Statistics Canada, wherein the year 1971 has a price index of 100; and

"Index 4" means the monthly composite industry selling price index derived from the sum of 25 per cent of the industry selling price index from Index 1 and 75 per cent of the industry selling price index from Index 2 for the same month. O. Reg. 511/78, s. 2, *part*.

4.—(1) Every licensee who holds a licence granted or renewed under section 3 of the Act or enters into an agreement under subsection 6 (1) of the Act shall file with the Minister a certificate in such form as the Minister may authorize, signed by a responsible officer of the licensee certifying whether the licensee is an integrated licensee or a non-integrated licensee together with an affidavit of a responsible officer setting out,

(a) the full name and address of the deponent;

- (b) the relationship and position of the deponent in respect of the licensee; and
  - (c) the essential facts on which the certification contained in the certificate is based. O. Reg. 511/78, s. 2, *part*; O. Reg. 160/80, s. 3 (1).
- (2) For the purposes of subsection (1), a "responsible officer" is,
- (a) where the licensee is an individual or sole proprietor, the licensee;
  - (b) where the licensee is a partnership, one of the partners; and
  - (c) where the licensee is one or more corporations, any one of the president, vice-president, secretary, treasurer or controller of each corporation. O. Reg. 511/78, s. 2, *part*.
- (3) A certificate and affidavit in accordance with subsection (1) shall be filed with the Minister within thirty days of the date, exclusive of such date,
- (a) when a person becomes an integrated licensee or a non-integrated licensee;
  - (b) when an integrated licensee becomes a non-integrated licensee or a non-integrated licensee becomes an integrated licensee; or
  - (c) that a written request of the Minister for such a certificate and affidavit is mailed to or served upon a licensee. O. Reg. 160/80, s. 3 (2).
- (4) Where a licensee fails or neglects to file a certificate and affidavit in accordance with subsection (3), the licensee shall pay to the Treasurer of Ontario a penalty of \$100 for each day or part of a day that such failure or neglect continues.
- (5) Where the Minister is of the opinion that any certificate or affidavit filed by a licensee does not comply with subsection (1), the Minister shall give written notice to the licensee advising of such non-compliance and requiring that the licensee file with the Minister a certificate or affidavit in accordance with subsection (1) within thirty days of the date of such written notice, and where the licensee fails or neglects to do so, the licensee shall pay to the Treasurer of Ontario a penalty of \$100 for each day or part of a day that such failure or neglect continues.
- (6) Where a licensee does not file a certificate and affidavit in accordance with this section, the Minister may, for the purposes of section 3, categorize the licensee as either an integrated licensee or a non-integrated licensee until the end of the month in which the licensee files with the Minister such certificate and affidavit.

(7) Where a licensee who is categorized under subsection (6) files a certificate and affidavit in accordance with subsection (1) that indicates that the licensee ought to have been categorized otherwise, the Minister shall determine the amount of Crown dues that the licensee ought to have paid if he had been categorized in accordance with the aforesaid certificate and affidavit and,

- (a) where the amount of such Crown dues exceeds the amount of the Crown dues that the licensee became obligated to pay when categorized under subsection (6), the licensee shall pay the amount of the excess to the Treasurer of Ontario; and
- (b) where the amount of such Crown dues is less than the amount of the Crown dues that the licensee became obligated to pay when categorized under subsection (6), the Minister may deduct the amount of the difference between the aforesaid amounts from the account of the licensee or pay the amount of such difference to the licensee. O. Reg. 511/78, s. 2, *part*.

5.—(1) Where the productive lands in a licensed area are expressed in square miles, the area charge to be paid by the licensee in respect of each square mile or fraction thereof of such productive lands is, for the operating year set out in Column 1 of Schedule 3, the amount set out opposite thereto in Column 2.

(2) Where the productive lands in a licensed area are expressed in square kilometres, the area charge to be paid by the licensee in respect of each square kilometre or fraction thereof of such productive lands is, for the operating year set out in Column 1 of Schedule 3, the amount set out opposite thereto in Column 3. O. Reg. 249/80, s. 1.

(3) The area charge is payable annually in advance, the first of which payments shall be made before the licence is delivered to the licensee, and subsequent payments shall be made on or before the 1st day of April in each year of the period of the licence. O. Reg. 160/80, s. 4.

(4) Where an account for area charge remains unpaid after the 31st day of August, in the year 1978, or after the 30th day of April in any subsequent year, interest of 1 per cent of the amount of the account that is overdue on the first day of each month shall be charged and added to the account of the licensee as of each such day and shall be treated thereafter as a part of the amount of the account that is overdue. O. Reg. 511/78, s. 3, *part*.

6. —(1) Stumpage charges are payable,

- (a) on demand; or
- (b) on or before the due date on an account therefor sent to the licensee. R.R.O. 1970, Reg. 159, s. 6 (1).

(2) Where the stumpage charges remain unpaid after a demand therefor or after the due date on an account therefor sent to the licensee, interest of 1 per cent of the amount of the account that is overdue on the first day of each month shall be charged and added to the account of the licensee as of each such day and shall be treated thereafter as a part of the amount of the account that is overdue. O. Reg. 511/78, s. 4.

7.—(1) Crown charges, other than those under sections 5 and 6, are payable on or before the due date on an account therefor sent to the licensee.

(2) Where Crown charges payable under subsection (1) remain unpaid after the due date on an account therefor sent to the licensee, interest of 1 per cent of the amount of the account that is overdue on the first day of each month shall be charged and added to the account of the licensee as of each such day and shall be treated thereafter as a part of the amount of the account that is overdue. O. Reg. 511/78, s. 5.

8. The due date for payment of an account sent to a licensee under section 6 or 7 shall be the last day of the month next following the month within which the account was prepared. O. Reg. 511/78, s. 6.

TERMS AND CONDITIONS OF LICENCES

9. A licence, other than a licence granted under subsection 2 (7) or section 5 of the Act, is subject to the terms and conditions set out in sections 10 to 19 of this Regulation. O. Reg. 160/80, s. 5.

10.—(1) A licensee shall not erect, or permit or cause the erection of, any building on any part of a licensed area until he has received written notification that, in the opinion of the Minister under section 10 of the Act, exclusive possession of so much of the licensed area as will be covered by the building is necessary for incidental operations.

(2) When the buildings, other than those forming a logging camp or depot camp, are no longer required in respect of operations, the licensee shall move them off the licensed area. R.R.O. 1970, Reg. 159, s. 9.

11. Where an account for Crown charges, other than a charge under section 3, remains unpaid on the last day of the operating year next following the operating year in which it became payable, the licence is forfeited and the licensee shall deliver up the licence to the Minister. O. Reg. 511/78, s. 7, *part.*

12. Where an account for area charge remains unpaid on the 31st day of March next following the date on which it became payable, the licence is forfeited and the licensee shall deliver up the licence to the Minister. O. Reg. 511/78, s. 7, *part.*

13. Notwithstanding forfeiture and delivery up under section 11 or 12, the licensee continues to be liable for all indebtedness in respect of,

- (a) Crown charges accrued at the date of forfeiture or delivery up of the licence, whichever is the later; and
- (b) Crown charges for which account is rendered after that date. R.R.O. 1970, Reg. 159, s. 12.

14. Where Crown timber cut under a licence prescribing a price therefor based on a cubic foot is measured in cords, the prescribed price shall be converted to a price based on a cord by multiplying the prescribed price,

- (a) by 85, where the Crown timber is measured in stacks of unpeeled wood; or
- (b) by 100, where the Crown timber is measured in stacks of peeled wood. R.R.O. 1970, Reg. 159, s. 13.

15. Where Crown timber cut under a licence prescribing a price therefor based on a cord is measured in cubic feet, the prescribed price shall be converted to a price based on a cubic foot by dividing the prescribed price,

- (a) by 85, where the prescribed price was determined on the basis that the Crown timber would be measured in stacks of unpeeled wood; or
- (b) by 100, where the prescribed price was determined on the basis that the Crown timber would be measured in stacks of peeled wood. R.R.O. 1970, Reg. 159, s. 14.

16. Where unpeeled Crown timber cut under a licence prescribing a price therefor based on a cubic foot is weighed in pounds, the prescribed price shall be converted to a price based on a cwt. by multiplying the prescribed price for each of the following species, kind or class of timber by the number opposite thereto:

jack pine or white pine.....	1.8519
spruce .....	1.9230
red pine .....	1.7857
balsam.....	1.6129
hemlock.....	1.6667
poplar .....	1.5385
grade 3 mixed hardwood .....	1.3158

O. Reg. 830/80, s. 1, *part.*

17. Where unpeeled Crown timber cut under a licence prescribing a price therefor based on a cord is

weighed in pounds, the prescribed price shall be converted to a price based on a cwt. by multiplying the prescribed price for each of the following species, kind or class of timber by the number opposite thereto:

jack pine or white pine.....	0.0218
spruce .....	0.0226
red pine .....	0.0210
balsam.....	0.0190
hemlock .....	0.0196
poplar .....	0.0181
grade 3 mixed hardwood .....	0.0155

O. Reg. 830/80, s. 1, *part.*

18. Where unpeeled Crown timber cut under a licence prescribing a price therefor based on a cwt. is measured in cubic feet, the prescribed price shall be converted to a price based on a cubic foot by multiplying the prescribed price for each of the following species, kind or class of timber by the number opposite thereto:

jack pine or white pine.....	0.5400
spruce .....	0.5200
red pine .....	0.5600
balsam.....	0.6200
hemlock .....	0.6000
poplar .....	0.6500
grade 3 mixed hardwood .....	0.7600

O. Reg. 830/80, s. 1, *part.*

19. Where unpeeled Crown timber cut under a licence prescribing a price therefor based on a cwt. is measured in cords, the prescribed price shall be converted to a price based on a cord by multiplying the prescribed price for each of the following species, kind or class of timber by the number opposite thereto:

jack pine or white pine.....	45.8716
spruce .....	44.2478
red pine .....	47.6190
balsam.....	52.6316
hemlock .....	51.0204
poplar .....	55.2486
grade 3 mixed hardwood .....	64.5161

O. Reg. 830/80, s. 1, *part.*

TRANSFER FEES

20. The fees to be paid on the transfer of a licence are, where the productive lands included in the license comprise,

- (a) not more than two square miles, \$10;
  - (b) more than two square miles but not more than ten square miles, \$5 for each square mile or fraction thereof;
  - (c) more than ten square miles but not more than fifty square miles,
    - (i) \$50, and
    - (ii) an additional \$2 for each square mile or fraction thereof in excess of ten; and
  - (d) more than fifty square miles,
    - (i) \$130, and
    - (ii) an additional \$1 for each square mile or fraction thereof in excess of fifty.
- R.R.O. 1970, Reg. 159, s. 15.

CLASSIFICATION AND LICENCES OF MILLS

21.—(1) In this section “capacity” means the quantity of product that a mill can produce in eight consecutive hours of operation under normal conditions.

(2) Mills are classified by the types designated by capital letters set out in column 1 of Schedule 2 according to the product and capacity of the mill set out in columns 2 and 3.

(3) The fee for a licence for a mill of a type itemized in column 1 of Schedule 2 is the fee prescribed opposite thereto in column 4, and where a mill is classified by more than one type, the fee for the licence for such mill is the total of the fees prescribed for each type by which such mill is classified.

(4) The fee for a mill licence shall be paid before the mill licence is issued and thereafter on or before the 1st day of April in each year during the term of the licence.

(5) Where the holder of a mill licence fails to pay the fee therefor in the manner prescribed by subsection (4), the licence shall be deemed cancelled until the fee therefor is paid. R.R.O. 1970, Reg. 159, s. 16.

22.—(1) A person desiring a mill licence shall make application therefor in Form 1.

(2) A mill licence shall be in Form 2.

(3) A mill licence expires with the 31st day of March in the year noted on the licence. R.R.O. 1970, Reg. 159, s. 17.

23.—(1) A person desiring to transfer a mill licence shall apply to the Minister for his consent to the transfer.

(2) An application for consent to a transfer of a mill licence shall be in Form 3.

(3) A transfer of a mill licence shall be in Form 4. R.R.O. 1970, Reg. 159, s. 18.

24.—(1) The holder of a mill licence shall make a return to the Minister on or before the 31st day of March in each year during the term of the licence for the immediately preceding year.

(2) A return by a mill licensee shall be in Form 5. R.R.O. 1970, Reg. 159, s. 19.

25.—(1) Periodical inspection of mills shall be made at least once in each year at such times and by such officers or agents as the Minister may direct.

(2) The licensee shall give to the inspecting officer or agent all information and assistance necessary for a proper inspection. R.R.O. 1970, Reg. 159, s. 20.

#### WASTEFUL PRACTICES

26.—(1) In this section "heavy-branching" means the lowest part of a tree where the growth of branches is so concentrated that the timber in that part is not marketable. R.R.O. 1970, Reg. 159, s. 21 (1).

(2) Wasteful practices in forest operations are defined as,

(a) felling a tree of any species so that its stump height is greater than twelve inches except that, subject to subsection 3, a tree may be felled so that its stump height is not greater than its diameter measured outside the bark at the point of cutting.

(b) subject to subsection (4), not utilizing every sound straight log,

(i) measuring three feet or more in length and nine inches or more in diameter outside the bark at the smaller end, obtainable from a felled hardwood tree,

(ii) measuring three feet or more in length and eight inches or more in diameter outside the bark at the smaller end, obtainable from a felled white pine, red pine or hemlock tree, or

(iii) measuring four feet or more in length and four inches or more in diameter outside the bark at the smaller end,

obtainable from a felled spruce, balsam or jack pine tree;

(c) not utilizing every merchantable log that is eight feet or more in length,

(i) measuring nine inches or more in diameter outside the bark at the smaller end, obtainable from a felled hardwood tree,

(ii) measuring eight inches or more in diameter outside the bark at the smaller end, obtainable from a felled white pine, red pine or hemlock tree, or

(iii) measuring four inches or more in diameter outside the bark at the smaller end, obtainable from a felled spruce, balsam or jack pine tree;

(d) long-butting a merchantable log as defined in subclause 1 (f) (i), where more than one-half of the sawn surface of the end of the log from which the long-butt is cut is sound;

(e) long-butting a merchantable log as defined in subclause 1 (f) (ii), where more than one-third of the sawn surface of the end of the log from which the long-butt is cut is sound;

(f) leaving any merchantable trees that the licensee has the right to cut standing on any part of a licensed area at the time when,

(i) he ceases operations in respect of that part,

(ii) he abandons his licence, or

(iii) he fails to renew his licence; or

(g) leaving trees lodged where cutting operations have been carried on in the licensed area. R.R.O. 1970, Reg. 159, s. 21 (2); O. Reg. 161/72, ss. 1, 2.

(3) No tree shall be felled so that its stump height is greater than twenty-four inches.

(4) Clause (2) (b) does not apply to a log referred to,

(a) in subclause (i) of that clause, where that log is separated by heavy-branching or by an unmerchantable log from a log that has been cut from the tree; or

(b) in subclause (ii), or (iii), of that clause, where that log is separated by an unmerchantable log from a log that has been cut from the tree. R.R.O. 1970, Reg. 159, s. 21 (3, 4).

27. The penalties that may be imposed for contraventions of subsection 26 (2) are,

- (a) for a contravention of clause (a), \$1 for each stump;
- (b) for a contravention of clause (b), the sum of money equal to twice the amount of the stumpage charges for the volume of wood not utilized;
- (c) for a contravention of clause (c), the sum of money equal to twice the amount of the stumpage charges for the volume of wood not utilized;
- (d) for a contravention of clause (d) or (e), the sum of money equal to the amount of the stumpage charges for the volume of wood in the long-butt;
- (e) for a contravention of clause (f), \$2 for each tree left standing; and
- (f) for a contravention of clause (g), \$5 for each lodged tree. R.R.O. 1970, Reg. 159, s. 22.

## SCALERS' LICENCES

28.—(1) A scaler's licence and a renewal of a scaler's licence shall be in Form 6. O. Reg. 418/73, s. 1.

(2) An application for a renewal of a scaler's licence shall be in Form 7. R.R.O. 1970, Reg. 159, s. 23 (2).

(3) A special permit shall be in Form 8.

(4) Subject to subsection (5), the fee payable for a scaler's licence, a renewal of a scaler's licence or a special permit is \$1.

(5) The fee payable for,

(a) a scaler's licence;

(b) a renewal of a scaler's licence; or

(c) a special permit,

is \$3. R.R.O. 1970, Reg. 159, s. 23 (4-6).

## SEIZURE

29. An officer or agent may effect a seizure of timber under section 22 of the Act by securing in a prominent place on the timber a notice of seizure in Form 9. R.R.O. 1970, Reg. 159, s. 24.

Schedule 1  
CROWN DUES

Column 1	INTEGRATED			NON-INTEGRATED			
	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8
1. For the following unpeeled timber, when measured in cords: i. conifers, for each cord ii. hardwoods, for each cord	\$6.50 1.05	\$ 5.00 1.05	Index 4 Index 2	213.6 222.8	\$ 4.50 0.95	Index 1 Index 2	186.1 222.8
2. For the following peeled timber, when measured in cords: i. conifers, for each cord ii. hardwoods, for each cord	7.70 1.20	5.90 1.20	Index 4 Index 2	213.6 222.8	5.30 1.10	Index 1 Index 2	186.1 222.8
3. For the following unpeeled timber, when measured in cubic feet: i. conifers, for each cubic foot ii. poplar or white birch, for each cubic foot	0.0768 0.0119	0.059 0.012	Index 4 Index 2	213.6 222.8	0.053 0.011	Index 1 Index 2	186.1 222.8
4. For the following unpeeled timber, when measured in board feet: i. grade 1 hardwoods, except poplar and white birch, for each M.B.M. ii. grade 2 hardwoods, except poplar and white birch, for each M.B.M. iii. grade 3 hardwoods, except poplar and white birch, for each M.B.M.	24.85 12.40 2.50	21.00 10.50 2.10	Index 3 Index 3 Index 3	163.8 163.8 163.8	19.00 9.50 1.90	Index 3 Index 3 Index 3	163.8 163.8 163.8

5. For the following unpeeled timber, when measured by weight:

- i. jack pine or white pine, for each cwt.
  - ii. spruce, for each cwt.
  - iii. red pine, for each cwt.
  - iv. balsam, for each cwt.
  - v. hemlock, for each cwt.
  - vi. poplar, for each cwt.
  - vii. grade 3 mixed hardwood, for each cwt.
6. For fuelwood of any species, for each cord

0.1422	0.1093	Index 4	213.6	0.0981	Index 1	186.1
0.1477	0.1135	Index 4	213.6	0.1019	Index 1	186.1
0.1371	0.1054	Index 4	213.6	0.0946	Index 1	186.1
0.1239	0.0952	Index 4	213.6	0.0855	Index 1	186.1
0.1280	0.0983	Index 4	213.6	0.0883	Index 1	186.1
0.0183	0.0185	Index 2	222.8	0.0169	Index 2	222.8
0.0157	0.0158	Index 2	222.8	0.0145	Index 2	222.8
1.05	1.05	Index 4	213.6	0.95	Index 2	222.8

O. Reg. 511/78, s. 8; O. Reg. 157/79, s. 1; O. Reg. 160/80, s. 6; O. Reg. 830/80, s. 2.

Schedule 2

CLASSIFICATION OF, AND LICENCE FEES FOR MILLS

Item No.	COLUMN 1 Type	COLUMN 2 Product	COLUMN 3 Capacity	COLUMN 4 Fees
1	A	laths	any quantity	\$ 1
2	B	pickets	any quantity	1
3	C	shingles	any quantity	1
4	D	staves	any quantity	1
5	E	headings and hoops	any quantity	1
6	F	ties	any quantity	1
7	G	pulp	not more than 50 tons	1
8	H	pulp	more than 50 tons	5
9	I	lumber and/or chips	not more than 10 M.B.M.	50
10	J	" "	more than 10 M.B.M. but not more than 50 M.B.M.	1
11	K	lumber	more than 50 M.B.M.	3
12	L	vener	not more than 10,000 square feet of veneer	10
13	M	vener	more than 10,000 square feet, but not more than 50,000 square feet, of veneer	1
14	N	vener	more than 50,000 square feet of veneer	3
				10

R.R.O. 1970, Reg. 159, Sched. 2.

Schedule 3

AREA CHARGES

COLUMN 1	COLUMN 2	COLUMN 3
April 1, 1980 to March 31, 1981	\$50.10	\$19.34
April 1, 1981 to March 31, 1982	55.10	21.27
April 1, 1982 to March 31, 1983	60.60	23.40

O. Reg. 249/80, s. 2.

Form 1

Crown Timber Act

APPLICATION FOR A MILL LICENCE

To: The District Manager,  
Ministry of Natural Resources,  
....., Ontario.

The undersigned applies for a mill licence under the *Crown Timber Act* and submits the following information:

- 1. Name of applicant.....  
(print in block letters)
- 2. Post office address.....
- 3. Location of mill.....  
(lot, concession, township, and county or district)
- 4. If the mill is on patented lands,
  - i. Name of landowner .....  
(print in block letters)
  - ii. Post office address .....
- 5. If the mill is on public lands:  
Authority for occupation.....  
(state if lease, licence of occupation, sale or free-grant location, and give date and number)
- 6. If the applicant is a Crown timber licensee, give the licence number, area of productive lands and term of each Crown timber licence held:.....  
.....
- 7. Purpose(s) for which this application is made: (strike out all items not applicable)
  - i. Constructing a mill
  - ii. Operating a mill
  - iii. Increasing the productive capacity of a mill
  - iv. Converting an existing mill into the type(s) of mill indicated in item 7.
- 8. Type(s)\* of mill for which the mill licence is desired:  
.....  
.....  
.....
- 9. Have you previously held a mill licence?.....  
(answer "yes" or "no")

10. If the answer to item 9 is "yes", give the number and date of the last mill licence issued to you
- .....

(number)

(date)
11. Herewith remittance for \$. . . . . for the prescribed fee(s).

Date of application .....

Signature of applicant .....

\*NOTE: For types of mills, see subsection 21 (2) and Schedule 2 of Regulation 234 of Revised Regulations of Ontario, 1980.

FOR DEPARTMENTAL USE ONLY

DISTRICT .....

MILL-SITE:

Patented ☐ Unpatented ☐

Fee paid \$. . . . .

Receipt No. ....

R.R.O. 1970, Reg. 159, Form 1.

Form 2

Crown Timber Act

MILL LICENCE

LICENCE FEE \$. . . . . NO. ....

Under the *Crown Timber Act* and the regulations, and subject to the limitations thereof, this licence is granted

to .....

of .....

to ..... a Type ..... mill located on .....

lands at .....

.....

Issued at Toronto the ..... of ..... 19....

.....  
Minister of Natural Resources

This licence expires with the 31st day of March, 19....

Form 3

*Crown Timber Act*

APPLICATION FOR CONSENT TO TRANSFER A MILL LICENCE

To: The Minister of Natural Resources,  
Legislative Buildings,  
Queen's Park,  
Toronto, Ontario.

Under the *Crown Timber Act* and the regulations, the undersigned apply for your consent to the transfer, from the undersigned transferor to the undersigned transferee, of Mill Licence No..... issued to.....  
(name of mill licensee)

the.....of....., 19...., to.....a Type.....mill located on.....lands at.....

Dated the.....of....., 19....

.....  
(name of transferor) (name of transferee)

By.....By.....  
(signature) (signature)

.....  
(official capacity) (official capacity)

R.R.O. 1970, Reg. 159, Form 3.

Form 4

*Crown Timber Act*

TRANSFER OF A MILL LICENCE

FOR VALUE RECEIVED, and subject to the consent of the Minister under the *Crown Timber Act* and the regulations, the undersigned transferor being the holder of Mill Licence No.....issued the..... day of....., 19...., to.....a Type.....mill located on..... lands at.....

TRANSFERS that licence to.....  
(name of transferee)

.....  
(postal address of transferee)

Dated at.....the.....of....., 19....

.....  
(name of transferor)

By.....  
(signature)

.....  
(official capacity)

CONSENT OF MINISTER

Under the *Crown Timber Act* and the regulations I consent to the above-written transfer.

Given at Toronto the .....of....., 19....

.....  
Minister of Natural Resources

R.R.O. 1970, Reg. 159, Form 4.

Form 5

*Crown Timber Act*

RETURN BY A MILL LICENSEE FOR THE YEAR 19....

1. Licence—Name of licensee.....  
Serial number and date of licence.....
2. Location of mill.....  
(lot, concession, township, and county or as the case may be)
3. Timber on hand and not milled on the 1st day of January in the year for which this return is made:  
unsawn logs.....containing....., pulpwood.....  
(pieces) (M.B.M.) (cords)
4. From the 1st day of January to the 31st day of December in the year for which this return is made, the following quantities of timber were received at this mill (logs shown in M.B.M., pulpwood shown in cords):

SPECIES	From Lands in Ontario		From other Sources	
	Crown timber	Other timber	Province or State	Quantity
Red Pine and White Pine.....				
Jack Pine.....				
Spruce.....				
Balsam.....				
Hemlock.....				
Birch.....				
Maple.....				
Poplar.....				
.....				
Other Species (Specify).....				
.....				
.....				
.....				
TOTALS				



Form 6

Crown Timber Act

SCALER'S LICENCE

MINISTRY OF NATURAL RESOURCES

Issued under authority of the *Crown Timber Act* and the regulations, and subject to the limitations thereof,

Licence Number	Date of Issue			Date of Expiry		
	Day	Month	Year	Day	Month	Year

Name of Scaler  
.....

Address  
.....

Licence to Measure  
.....  
.....

.....

Signature of Scaler Minister of Natural Resources

O. Reg. 418/73, s. 2, *part.*

Form 7

Crown Timber Act

APPLICATION FOR RENEWAL OF SCALER'S LICENCE

I, .....  
(Name of applicant, in block letters)

of .....  
(post-office address)

apply to the Minister of Natural Resources for renewal of Scaler's Licence, No. ....

Date of application ..... 19...

Signature of applicant .....

O. Reg. 418/73, s. 2, *part.*

Form 8

Crown Timber Act

SPECIAL PERMIT

(signature of permit-holder)

FEE \$.....No.....

Under the *Crown Timber Act* and the regulations, and subject to the limitations thereof, this special permit is issued

to.....

of.....

to measure.....

until the.....of....., 19....

Issued at Toronto the.....of....., 19....

.....

Minister of Natural Resources

R.R.O. 1970, Reg. 159, Form 9.

Form 9

Crown Timber Act

NOTICE OF SEIZURE OF TIMBER

TAKE NOTICE that, under section 22 of the *Crown Timber Act* and the regulations, seizure has this day been made of the following timber:

.....

.....

.....

located at.....

(give details as to location as accurately as practicable)

in.....

(city, town, village, or township, county or district)

Dated the.....of....., 19....

(day)(month)

at....., Ontario.

.....

(an officer or agent under the Act)

NOTE 1: Clause 48 (1) (g) of the Act provides: "Every person who interferes with any officer or agent who seizes timber under this Act, is liable to a penalty of not less than \$100 and not more than \$500".

NOTE 2: Clause 48 (1) (h) of the Act provides: "Every person who removes or attempts to remove or interferes or attempts to interfere with any timber or any product manufactured therefrom after it has been seized under this Act, is liable to a penalty of not less than \$100 and not more than \$500".











